

Telrite Corporation
P.U.C.O. NO. 2

PUCO NO. 1

Telrite Corporation

<u>Competitive Telecom Services</u>	<u>Page Reference</u>
Local Exchange Services	39
Long Distance Services	

ISSUED: August 4, 2005

EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio,
Dated _____, 2005, in Case No. xx-xxx-TP-ACE
Michael Geoffroy, Corporate Counsel
14500 Lochridge Blvd., Suite D, Covington, GA 30014

Telrite Corporation

P.U.C.O. NO. 2

DESCRIPTION OF SERVICE AREA

Local Exchange Service will be offered in the Ohio counties served by SBC Ohio as listed below.

Aberdeen	Dayton	Lewisville	North Royalton
Akron	Donnelsville	Lindsey	Norwich
Alliance	Dresden	Lisbon	Olmsted Falls
Alton	Dublin	Lockbourne	Painesville
Arabia	Duffy	London	Perrysburg
Atwater	East Liverpool	Louisville	Philo
Barnesville	East Palestine	Lowellville	Piqua
Beallsville	Enon	Magnolia-Waynesburg	Pitchin
Beavercreek	Fairborn	Manchester [SUM]	Rainsboro
Bedford	Findlay	Mantua	Ravenna
Belfast	Fletcher-Lena	Marietta	Reynoldsburg
Bellaire	Fostoria	Marlboro	Rio Grande
Bellbrook	Franklin	Marshall	Ripley
Belpre	Fremont	Martins Ferry-Bridgeport	Rogers
Berea	Fultonham	Massillon	Rootstown
Bethesda	Gahanna	Maumee	Roseville
Bloomington	Gallipolis	Medway	Rushville
Bloomington	Gates Mills	Mentor	Salem
Bowersville	Girard	Miamisburg-W. Carrollton	Salineville
Brecksville	Glenford	Middletown	Sandusky
Burton	Gnadenhutten	Milledgeville	Sebring
Canal Fulton	Graysville	Mingo Junction	Sedalia
Canal Winchester	Greensburg	Mogadore	Sharon
Canfield	Grove City	Monroe	Shawnee
Canton	Groveport	Montrose [CUY]	Somerset
Carroll	Guyan	Murray City	Somerton
Castalia	Harrisburg	Navarre	South Charleston
Cedarville	Hartville	Nelsonville	South Solon
Centerville [MOT]	Hillcrest	New Albany	South Vienna
Chagrin Falls	Hilliard	New Carlisle	Spring Valley
Cheshire	Hillsboro	New Holland	Springfield
Chesterland	Holland	New Lexington	St. Clairsville
Christiansburg	Hubbard	New Matamoras	Steubenville
Clarington	Independence	New Riegel	Strongsville
Cleveland	Ironton	New Waterford	Sugar Grove
Columbiana	Jamestown	Newcomerstown	Sugar Tree Ridge
Columbus	Jeffersonville	Newport	Terrace
Conesville	Kent	Niles	Thornville
Corning	Kirtland	North Canton	Tiffin
Coshocton	Lancaster	North Hampton	Toledo
Dalton	Leetonia	North Jackson	Toronto
Danville [HIG]	Leroy	North Lima	

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DESCRIPTION OF SERVICE AREA (contd.)

SBC Ohio Exchanges Continued:

Tremont City
Trenton
Trinity
Uhrichsville
Uniontown
Upper Sandusky
Vandalia

Victory
Vinton
Walnut
Washington Court House
Wellsville
West Jefferson
West Lafayette

Westerville
Whitehouse
Wickliffe
Willoughby
Winchester
Woodsfield
Worthington

Xenia
Yellow Springs-Clifton
Youngstown
Zanesville

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DESCRIPTION OF SERVICE AREA (contd.)

Local Exchange Service will be offered in the Ohio counties served by Verizon North as listed below.

Adena	Celina	Greenwich	Mechanicsburg
Albany	Chatham	Guysville	Mechanicstown
Amanda	Chesapeake	Hamersville	Medina
Amesville	Cheshire Center	Hanoverton	Mendon
Amsterdam	Circleville	Harlem Springs	Milan
Antwerp	Clarksville	Harpster	Millersport
Arlington	Clyde	Haskins-Tontogany	Mineral City
Ashland	Coldwater	Hayesville	Minerva
Ashley	Congress	Helena	Minster
Ashville	Convoy	Hicksville	Monroeville
Athens	Cooperdale	Higginsport	Montpelier
Attica	Crestline	Homerville	Montrose [SUM]
Baltic	Creston	Huron	Morning Sun
Baltimore	Curtice-Oregon	Idaho	Morrall
Barlow	Decatur	Jackson	Mount Blanchard
Beach City	Delaware	Jenera	Mount Orab
Beaver	Dellroy	Jewett	Mowrystown
Bellevue	Dexter City	Kelleys Island	Nevada
Bergholz	Dillinvale-Mt. Pleasant	Kilbourne	New Bremen
Berlin	East Rochester	Knoxville	New Burlington
Berlin Heights	Edgerton	La Rue	New Concord
Bettsville	Edon	Lakeville	New Lebanon
Beverly	Elmore	Laura	New London
Blanchester	Englewood	Laurelville	New Marshfield
Bloomville	Evansport	Leesburg	New Philadelphia
Bolivar	Farmersville	Letart Falls	New Vienna
Bowerston	Fayette	Lewisburg	New Washington
Bowling Green	Felicity	Liberty	Ney
Bremen	Flushing	Lodi	North Baltimore
Brewster	Forest	Logan	North Eaton
Brilliant	Fort Recovery	Loudonville	North Georgetown
Brookville	Freeport	Lowell	North Star
Brunswick	Galion	Lower Salem	Norwalk
Bryan	Garrettsville	Lynchburg	Oak Harbor
Burbank	Genoa	Malvern	Oak Hill
Byesville	Georgetown	Manchester [ADA]	Oberlin
Cadiz	Gibsonburg	Marblehead	Ohio City
Caldwell	Grafton	Maria Stein	Ostrander
Cambridge	Grand Rapids	Marion	Oxford
Carey	Gratis	Martinsville	Paris
Carrollton	Green Camp	McArthur	Payne
Catawba	Greenfield	McComb	

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DESCRIPTION OF SERVICE AREA (contd.)

Verizon North Exchanges Continued:

Peebles	Redhaw	Strasburg	West Alexandria
Pemberville	Republic	Sugar Creek	West Milton
Perrysville	Resaca	Summerfield	West Salem
Phillipsburg	Richmond	Sylvania	West Union
Pikefont	Richwood	The Plains	West Unity
Pioneer	Russellville	Tiltonsville	Westfield Center
Plain City	Sabina	Tipp City	Weston
Pleasantville	Sardinia	Trotwood	Wharton
Plymouth	Savannah	Troy	Wilkesville
Polk	Scio	Valley City	Willard
Pomeroy	Scott	Van Buren	Williamsport
Port Clinton	Seaman	Wadsworth	Willshire-wren
Port William	Seville	Wakeman	Wilmington
Portland	Shade	Waldo	Wilmot
Portsmouth	Sharon Center	Warsaw	Winona
Prospect	Sinking Spring	Watertown	Woodstock
Put-In-Bay	Smithfield	Waverly	Yorkshire
Radnor	Spencer	Wayne-Bradner	
Rathbone	Spencerville	Wellington	
Rawson	St. Mary's	Wellston	

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CHECK SHEET

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

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF

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

C - To signify changed regulation.

D - To signify decreased rate.

I - To signify increased rate.

T - Textural Change.

N - New rate or regulation.

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by Telrite Corporation to Customers within the service areas defined herein. This tariff is effective for local exchange services only where an approved interconnection agreement exists with the incumbent LEC currently serving such area.

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1. Definitions

Account Codes: Allows a User to allocate local calls to a digital, non-verified account code.

Advance Payment: Payment of all or part of a charge required before the start of service.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Call Forward Busy: Automatically routes incoming calls to a designated answering point when the called line is busy.

Call Forward No Answer: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

Call Forward Variable: Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.

Call Hold: Allows the User to hold one call for any length of time provided that neither party goes On- Hook.

Call Park: Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

Call Pickup: Allows a User to answer incoming calls to another Station line within a defined call pickup group. Call Pickup is provided as either Group Call Pickup, where pre-designated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.

Call Transfer/Consultation/Conference: Provides the capability to transfer or add a third party, using the same line.

Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

Call Waiting Cancel: Allows a User to cancel the Call Waiting feature on a per call basis by dialing a two digit code.

Calling Number Delivery: Identifies the 10-digit number of the calling party.

Calling Number Delivery Blocking: Blocks the delivery of the number to the called party on a per call or per line basis.

Class of Service (COS): Used to prevent a Station from dialing certain codes and numbers.

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1. Definitions (contd.)

Company: GoBell Communications, Inc., which is the issuer of this tariff.

Commission: The Public Utilities Commission of Ohio.

Conference/Six-Way: The User can sequentially call up to five other people and add them together to a six-way call.

Customer: The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Customer Group Dialing Plan: A dialing scheme shared by the members of a Customer group, such as 4 digit internal dialing.

Dial Pulse (DP): The pulse type employed by rotary dial Station sets.

Direct Inward Dialing (DID): A service attribute that routes incoming calls directly to Stations, by-passing a central answering point.

Do Not Disturb: Allows the User to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time.

Dual Tone Multi-Frequency ("DTMF"): The pulse type employed by tone dial Station sets.

Hunting: Routes a call to an idle Station line. With Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Interexchange Utility: A utility, resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges within the state, without regard to how such traffic is carried. A local exchange utility that provides exchange service may also be considered an interexchange utility.

Joint User: A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Least Idle Trunk Selection (LIDL): LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

Local Calling: A completed call or telephonic communication between a calling Station and any other station within the local service area of the calling Station.

Local Exchange Carrier: Any individual, partnership, association, joint-stock company, trust governmental entity or corporation engaged in the provision of local exchange telephone service.

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1. Definitions (Cont'd)

Mbps: Megabits, or million of Bits, per second.

Message Waiting: This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dialtone).

Most Idle Trunk Selection (MIDL): MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

Multiple Appearance Directory Numbers: A directory number that is assigned more than once to one or more Proprietary Business Sets.

Multi-Frequency ("MF"): An inter-machine pulse-type used for signaling between telephone switches or between telephone switches and PBX/key systems.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The term "off-hook" denotes the active condition of a telephone exchange service line.

On-Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.

Originating Off-Net: A call terminating on and placed via non-company owned or leased facilities.

Originating On-Net: A call terminating on and placed via company owned or company leased facilities.

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

Presubscription: an arrangement whereby an end user may select and designate to the Telephone Company an interexchange carrier (IXC) to access, without an access code, for toll calls. This IXC is referred to as the end user's predesignated IXC.

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 of service. The parties may mutually agree on a substitute Service Commencement Date.

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1. Definitions (Cont'd)

Service Order: A request for local exchange service by the Customer in a format specified by the Company. Service Orders shall contain or reference the name and address of the Customer, a specific description of the services ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff. The customer may initiate a Service Order by telephone, e-mail or other electronic means, or in writing, however, the Company reserves the right to require that Service Orders be executed by the Customer prior to initiating service.

Services: The Company's telecommunications services offered on the Company's network.

Speed Call: Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

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

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

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

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2. Regulations

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Ohio under the terms of this tariff.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

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

2.1.2.2 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 facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer.

Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

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

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2. Regulations (contd.)

2.1 Undertaking of the Company (contd.)

2.1.3.3 At the expiration of the initial term specified in each Business Customer Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written or oral notification. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination.

The rights and obligations that by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

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

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- 2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Ohio without regard of the State's choice of laws provision.
- 2.1.3.5 Another Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.3.6 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.
- 2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.8 below.
- 2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

2.1.4.1 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption and any other remedies specified by the Commission pursuant to the Minimum Telephone Service Standards.

2.1.4.2 The Company shall not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- 2.1.4.3 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties. The Company will comply with MTSS and Commission orders regarding acts of God.
- 2.1.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- 2.1.4.5 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company, which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- 2.1.4.6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.1.4.7 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.1.4.8 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.9 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

2.1.4.10 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.4.11 Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequential damage claims, it is also the court's responsibility to determine the validity of the exculpatory clauses.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Credits will be applied in accordance with Minimum Telephone Service Standards (MTSS). 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 activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

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

2.1.6.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer.

The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

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

2.1.6.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished 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.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.7 Non-routine Installation

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

2.1.8 Ownership of Facilities

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

2.1.9 Telecommunications Service Priority

The Telecommunications Service Priority System is the regulatory, administrative and operational system authorizing and providing for priority treatment, to provide and restore National Security Emergency Preparedness Telecommunications service. Under the rules of the Telecommunications Service Priority System, The Telephone Company is authorized and required to provide and restore services with Telecommunications Service Priority assignments before services without such assignments. The provision and restoration of Telecommunications Service Priority System services shall be in compliance with Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

2.2 Prohibited Uses

The service 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.

The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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2. Regulations (Cont'd)

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

(a) the payment of all applicable charges pursuant to this tariff;

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

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

(d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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

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2. Regulations (Cont'd)

2.3 Obligations of the Customer (contd.)

2.3.1 The Customer shall be responsible for: (contd.)

(f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1 (d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

(g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and

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

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2. Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

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

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

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

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company's underlying carrier(s).

2.4.2 Station Equipment

2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

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

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2. Regulations (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

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

2.4.3.2 Local Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

2.4.4 Inspections

2.4.4.1 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 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-provided facilities and equipment.

No credit will be allowed for any interruptions occurring during such inspections. Credits will be made in accordance with the MTSS.

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

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2. Regulations (Cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

2.5.1.1 Taxes: The Customer is responsible for the payment of all state, local and 911 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the Company's tariff. The Company shall not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the end users, without seeking Commission approval under the appropriate local competition procedures required by the Commission. The Company shall comply with the Commission procedures by sending notice to all customers informing them of the new line item charges.

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customers. All billing and collection procedures will comply with MTSS 4901:1-5-15.

2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt but no sooner than 14 days from the postmark on the bill.

2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided. Usage charges will be billed in arrears.

2.5.2.3 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.

2.5.2.4 Amounts not paid within 30 days after the date of invoice, but no sooner than 14 days after the postmark on the bill, are considered past due.

2.5.2.5 Checks with insufficient funds or non-existing accounts will be assessed as follows, except as may be waived under appropriate circumstances:

<u>Min.</u>	<u>Max.</u>
\$0.01	\$25.00

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill by calling 1-866-890-4135 or by writing to Telrite Corporation, Customer Service, 14500 Lochridge Blvd., Suite D, Covington, Georgia 30014. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the PUCO in accordance with the Commission's rules of procedure at the following address:

In the event that the Company is unable to resolve a disputes properly brought to its attention, the Customer may direct the complaint to the attention of the Public Utilities Commission of Ohio as follows:

Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215
1-800-686-7826 (toll free)

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient notification to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Advance Payments

The Company may require a Customer to make an Advance Payment for special construction before a specific services or facility is furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) for special construction for the service or facility. The advance payment will be credited to the Customer's initial bill.

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Deposits

The Company's procedures for collecting deposits will comply with MTSS 4901:1-5-13.

2.5.5.1 Applicants for service whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, or existing Customer's who have had 2 delinquent payments in a consecutive 12 month period may be required to provide the Company with a security deposit. All deposits will be collected and handled in accordance with the provisions of the Rule 4901: 1-17 of the Ohio Administrative Code and Rule 4901:1-5-14 and 4901:1-5-13 of the PUCO's Minimum Telephone Service Standards. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.

The deposit will not exceed an amount equal to:

(a) two month's average monthly bill for all regulated local exchange services for the ensuing twelve months, plus thirty percent (30%) of estimated monthly recurring charges.

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Deposits (contd.)

2.5.5.2 A deposit may be required in addition to an advance payment.

2.5.5.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

2.5.5.4 Deposits held will accrue interest at a rate specified by the PUCO in Rule 4901: 1-17-05 of the Ohio Administrative Code and will be refunded to the customer after twelve consecutive months of payment.

2.5.6 Denial or disconnection of local and toll service.

Carrier may discontinue service or cancel an application for service without incurring any liability as follows:

- A. For nonpayment of toll services in accordance with 4901:1-5-17(B).
- B. For nonpayment of local service in accordance with 4901:1-5-17(A).
- C. With prior notice in cases not involving nonpayment as set forth in Rule 4901:1-5-17(D) and (E).
- B. Without prior notice in cases not involving nonpayment as forth in Rule 4901:1-5-17(G).
- C. Payment schedule and disconnection procedures for nonpaymnet will comply with Rule 4901:1-5-17(K).
- D. The Company will follow the procedures for reconnection of service provided in Rules 4901:1-5-17(M).

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2. Regulation (Cont'd)

2.6 Subscriber Billing Adjustments.

- 2.6.1 The Company's terms and conditions for applying subscriber credits due to extended out-of-service conditions are set forth in Rule 4901:1-6-16(A) and (B).
- 2.6.2 The Company's terms and conditions for applying subscriber credits due to failure to install new service in a timely fashion are set forth in Rules 4901:1-5-16(D) and (E).
- 2.6.3 The Company's terms and conditions for applying subscriber credits due to omission of a directory listing are set forth in Rules 4901:1-5-16(F).
- 2.6.4 The Company's terms and conditions for providing subscriber refunds for prior overcharges and collecting for prior undercharges are as set forth in Rule 4901:1-5-16(G).
- 2.6.5 The Company's terms and conditions for credit exceptions are set forth in Rule 4901:1-5-16(A)(1)(2)(3)(4), (C), (D)(1)(2)(3)(4), and (E)(3).

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2. Regulations (Cont'd)

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

2.7.1.1 When a contract basis customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below:

Where the Company has notified a contract basis customer or prospective customer of the possibility that special expenses may be incurred in connection with provisioning their contracted service, and then the Company does incur such expenses, the contract customer will be responsible for the expenses incurred. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the Company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.

2.7.2 Cancellation of Service by the Customer

If a contract basis Customer cancels a Service Order or terminates a services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), 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 2.5.2: all costs, fees and expenses reasonable 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 tariff for the balance of the then current term or as may be pro-rated in the absence of a term contract.

Commission approval of this provision does not constitute a determination of the reasonableness of termination liability.

2.8 Transfers and Assignments

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

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2. Regulations (Cont'd)

2.9 Notices and Communications

- 2.9.1 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.
- 2.9.2 The Company shall designate on the Service Order and address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All Company invoices and notices required to be given pursuant to this tariff will be in writing. Notices and other written communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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2. Regulations (Cont'd)

2.10 Universal Emergency Number Service – 9-1-1

Where requested by local government authorities, and subject to the availability of facilities, the Company will provide a universal number "911" dialing to its customers for simplified emergency access police, fire, and other emergency services. 911 calls will be routed for answering to a Public Safety Answering Point (PSAP) as designated by the local government unit authorized to establish and operate such systems. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the local government unit or its designee to answer and respond to such calls.

The 911 Calling Party, by calling 911 Service, gives consent for the Company to provide 911 information consisting of the name, address, telephone number, and other calling party information when available, to Law Enforcement Agencies and other emergency service providers on a call-by-call basis for the purpose of enabling those agencies or service providers to respond to emergency calls for assistance. Database inquiries for 911 information consisting of name, address, telephone number and other information when available, will only be allowed for purposes of dispatching or responding to 911 emergency calls or integrity verification as prescribed by the applicable state codes, rules or legislation.

Customers with Unlisted or Non-published numbers as well as those customers who have requested per line blocking forfeits the privacy afforded by these services on calls made to 911.

The provision of 911 Service by the Company shall not be interpreted, construed, or regarded as being for the benefit of or creating any Company obligation, either expressed or implied, toward any third person or legal entity other than the customer. The company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this Tariff or by statute.

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3. Service Descriptions

3.1 Local Exchange Service

The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the customer's local calling area, as defined herein;
- access enhanced Universal Emergency Number/911 Service where available;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services;
- access Directory Assistance;
- place or receive calls to 800/888 telephone numbers;
- access Telecommunications Relay Service.

- 3.1.1 Exchange Areas Served and associated Local Calling Areas: Exchanges where the Company's local exchange service is available is stated in this tariff. NXX's associated with each particular exchange or zone may be found in the telephone directory published for the Customer's exchange area.
- 3.1.2 The Company's Local Exchange Service is comprised of four different service elements. Two of the service elements, Switched Network Access Channel and Local Usage are mandatory for all customers subscribing to the Company's local exchange service offerings. The remaining service elements, enhanced features and toll usage, are optional services available to customers.
- 3.1.3 Class of Service: The Local Exchange Service Offering is available in two classes of service distinguished by their primary character or nature of use as well as the location to which service is provided: residential or business.
- 3.1.3.1 Local Exchange Service will be classified as Residential Service where the primary use is for social or domestic purposes and the location to which service is provided is a residence or the bona fide living quarter for a combined residence and business premises.
- 3.1.3.2 Local Exchange Service will be classified as Business Service where the primary use is for paid commercial, professional or institutional activity and the location to which service is provided is a business or commercial location or the service number is listed as the principal or only number for a business in any telecommunications directory.

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3. Service Descriptions (Cont'd)**3.1 Local Exchange Service (Cont'd)**

- 3.1.4 Basic Service - provides the Customer with a single, voice-grade analog communications channel with a single telephone number. Basic Local Exchange Service includes the following features as standard:

Touchtone Dialing
 One Directory Listing plus One Directory
 Presubscription (both IntraLATA and InterLATA)
 Calling number delivery blocking/per call
 Toll restriction
 900/976 Blocking, upon request

- 3.1.5 Optional Calling Features – are a set of optional features which may be available to the Company's local exchange service Customers to provide additional calling functionality. The Company offers the optional features specified in the Price List.

3.2 Local Exchange Service - Rates and Charges

A Local Exchange Service Customer will be charged any applicable Non-Recurring Charges, monthly Recurring Charges and Message charges as specified in the Price List. Maximum rates are set forth for all Tier 1 services listed below:

3.2.1 Local Flat Rate Service**A. Rate Band 1**

	Business MRC <u>Maximum</u>	Residential MRC <u>Maximum</u>	Tier
First Line	\$100.00	\$100.00	1-Core
Second and Third Lines	\$100.00	\$100.00	1-Noncore
Fourth Line and above	-	-	2

B. Rate Band 2

	Business MRC <u>Maximum</u>	Residential MRC <u>Maximum</u>	Tier
First Line	\$100.00	\$100.00	1-Core
Second and Third Lines	\$100.00	\$100.00	1-Noncore
Fourth Line and above	-	-	2

C. Rate Band 3

	Business MRC <u>Maximum</u>	Residential MRC <u>Maximum</u>	Tier
First Line	\$100.00	\$100.00	1-Core
Second and Third Lines	\$100.00	\$100.00	1-Noncore
Fourth Line and above	-	-	2

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3. Service Descriptions (Cont'd)

3.2 Local Exchange Service Rates and Charges (Cont'd)

3.2.2 Local Measured Rate Services

A. Rate Band 1

	Business MRC <u>Maximum</u>	Residential MRC <u>Maximum</u>	<u>Tier</u>
First Line	\$100.00	\$100.00	1-Core
Second and Third Lines	\$100.00	\$100.00	1-Noncore
Fourth Line and above	-	-	2

B. Rate Band 2

	Business MRC <u>Maximum</u>	Residential MRC <u>Maximum</u>	<u>Tier</u>
First Line	\$100.00	\$100.00	1-Core
Second and Third Lines	\$100.00	\$100.00	1-Noncore
Fourth Line and above	-	-	2

C. Rate Band 3

	Business MRC <u>Maximum</u>	Residential MRC <u>Maximum</u>	<u>Tier</u>
First Line	\$100.00	\$100.00	1-Core
Second and Third Lines	\$100.00	\$100.00	1-Noncore
Fourth Line and above	-	-	2

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3. Service Descriptions (Cont'd)

3.2 Local Exchange Service Rates and Charges (Cont'd)

3.2.3 Non-Recurring Charges

	<u>Maximum</u>	<u>Tier</u>
Exchange Access Line, 1 st Line	\$100.00	1-Core
Exchange Access Line, 2 nd - 3 rd Lines	\$100.00	1-Noncore
Service Change, 1 st Line	\$100.00	1-Core
Service Change 2 nd - 3 rd Lines	\$100.00	1-Noncore

3.2.4 Custom Calling Service Features

Charges per line:

	<u>Maximum</u>		<u>Tier</u>
	<u>MRC</u>	<u>NRC</u>	
Call Forwarding (CF) Variable	-	-	2
CF Anywhere	-	-	2
CF Don't Answer	-	-	2
CF Busy Line	-	-	2
Call Waiting	\$20.00	\$20.00	1-Noncore
Call Waiting Deluxe	-	-	2
Three-way Calling	-	-	2
Speed Calling - 8 number	-	-	2
Speed Calling - 30 number	-	-	2
Call Transfer	-	-	2
Talking Call Waiting	-	-	2
Message Waiting Indicator	-	-	2
Distinctive Ring			
1 number	-	-	2
2 numbers	-	-	2

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3. Service Descriptions (Cont'd)

3.2 Local Exchange Service Rates and Charges (Cont'd)

3.2.5 Advanced Custom Calling Features

	<u>Maximum</u>		<u>Tier</u>
	<u>MRC</u>	<u>NRC</u>	
Repeat Dialing	-	-	2
Priority Call	-	-	2
Priority Forward	-	-	2
Call Block	-	-	2
Call Return	-	-	2
Caller ID	-	-	2
Per Call Number Privacy	N/C	N/A	1-Core
Per Line Number Privacy			
Each non-published line, on request	\$20.00	\$20.00	1-Noncore
Each line other than non-published	\$20.00	\$20.00	1-Noncore
Call Trace	\$20.00	\$20.00	1-Noncore
Calling Name (w/ ACR)	-	-	2
Calling Name and Number (w/ ACR)	-	-	2
Anonymous Call Rejection (ACR)	-	-	2
Reveal Privacy Management	-	-	2
Quiet Time	-	-	2

Pay Per Use

	<u>Maximum</u>
Call Trace, successful	\$5.00

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3. Service Descriptions (Cont'd)

3.3 Reserved for future use.

3.4 Reconnection Charge

Charged on an account disconnected for non-payment in accordance with MTSS and the provisions of this tariff.

	<u>Maximum</u>	<u>Tier</u>
Residence and Non-residence, 1 st Line	\$50.00	1-Core
Residence and Non-residence, 2 nd and 3 rd Line	\$50.00	1-Noncore
Residence and Non-residence, 4 th Line and above	-	2

3.5 Customer Requested Call Blocking

Charge waived for residence customers. Charge waived for nonresidence customers when ordered at the same time access line established or transferred, or during the 60-day period after inception of service.

	<u>Tier</u>
Per line, per request	2

3.6 Reserved for future use.

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3. Service Descriptions (Cont'd)

3.7 Directory Assistance

A Customer may obtain Directory Assistance (DA) in determining telephone numbers within or outside of its local calling area by calling the Directory Assistance operator. The Customer may request a maximum of two telephone numbers per call to Directory Assistance service without additional charges. Directory Assistance includes the option for call completion to the requested number at an additional charge as specified below. The Call Completion option provides, when selected by the customer, for the automatic dialing of the requested number.

3.7.1 Each call to Directory Assistance will be charged as follows:

	<u>Tier</u>
Local DA usage, Per call	2
National DA service	2
DA Call Completion	2

3.7.2 A credit will be given for calls to Directory Assistance as follows:

- The Customer experiences poor transmission or is cut-off during the call; or
- The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify Company's Customer Service representative.

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3. Service Descriptions (Cont'd)**3.8 Directory Listings**

The Company shall provide a single directory listing, termed the primary listing, in the telephone directory published by the local exchange provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listing of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for an additional monthly recurring charge per listing.

- 3.8.1 **Limits.** The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. When more than one line is required to properly list the Customer, no additional charge is made.
- 3.8.2 **Refusals.** The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, contains obscenities in the 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 a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto. Customer Initials or nicknames are allowed.
- 3.8.3 **Designations.** Each listing must be designated Government, Business, or Residence to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.
- 3.8.4 **General.** In order for listing to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 3.8.5 **Primary Listing:** A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. Primary listings are provided free of charge in connection with each Customer's service as specified herein.
- 3.8.6 **Additional Directory Listings**

	<u>NRC</u> <u>Maximum</u>	<u>MRC</u> <u>Maximum</u>	<u>Tier</u>
Additional Listing	-	-	2
Non-published	\$20.00	\$20.00	1-Noncore

- 3.9 **Emergency Services (Enhanced 911):** Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary E911 provider for display at the Public Service Answering Point (PSAP). Charges for Enhanced 9-1-1 will be a pass through of the charge imposed by the ILEC.

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3. Service Descriptions (Cont'd)

3.10 Service Connection Assistance

3.10.1 General:

3.10.1.1

Service Connection Assistance is a telephone assistance program that provides certain eligible residential customers requesting local exchange service with the following benefits:

- a. Waiver of applicable deposit requirements under Section 1 of this tariff.
- b. Full or partial waiver of applicable service connection charges for establishing or re-establishing local exchange service as described in Section 3 of this tariff. (Service Connection Assistance does not apply to network wiring charges).

3.10.2 Regulations

3.10.2.1

Service Connection Assistance is a basic local exchange residential service offering available to customers who are currently participating in one of the following assistance programs:

- a. Home Energy Assistance Program (HEAP);
- b. Emergency - Home Energy Assistance Program (E - HEAP);
- c. Ohio Energy Credits Program (OECF);
- d. Supplemental Security Income (SSI) under Title XVI of the Social Security Act;
- e. Food Stamps;
- f. Federal public housing assistance (Section 8); or,
- g. Medical Assistance under Chapter 5111 of the Ohio Revised Code (Medicaid).

3.10.2.2

The Telephone 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 3.10.2.1, above; identifying the specific program or programs from which the customer receives benefits, and agreeing to notify the carrier if the customer ceases to participate in such program or programs.

3.10.2.3

Customers of Service Connection Assistance cannot be a dependent (as defined by the Federal Income Tax Code) under the age of 60.

3.10.2.4

Service Connection Assistance is available for all grades of service.

3.10.2.5

Service Connection Assistance is available for a single telephone line at the customer's principal place of residence. No other exchange service will be permitted in the same household.

3.10.2.6

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 Telephone Company any outstanding bills for regulated telephone services in the customer's name, and no other member of the household may owe money for such services previously provided at the Customer's current address.

3.10.2.7

Service Connection Assistance customers are not restricted on the optional services to which they may subscribe.

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4. Long Distance Service Offerings

The Company provides the following long distance services:

4.1 Message Toll Service (MTS)

Dialing is achieved by customer's telephone lines being programmed by the local telephone company (LEC) to automatically route 1+ calls to the Company's network or by the customer dialing an access code issued by the Company.

<u>Minimum</u>	<u>Maximum</u>
\$0.01/minute	\$1.00/minute

4.2 Inbound Service (8XX)

Inbound Service is virtual banded inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number which terminates at the customer's location. Inbound services originate via normal shared use facilities and are terminated via the customers' local exchange service access line.

Carrier will accept a prospective inbound service customer's request for up to ten (10) telephone numbers and will reserve such number(s) on a first come first serve basis. All requests for number reservations must be made in writing, dated and signed by a responsible representative of the customer. Carrier does not guarantee the availability of number(s) until assigned. The inbound services telephone number(s) so requested, if found to be available, will be reserved for and furnished to the eligible customer.

If a customer who has received a number does not subscribe to inbound service within 90 days, the company reserves the right to make the assigned number available for use by another customer.

<u>Minimum</u>	<u>Maximum</u>
\$0.01/minute	\$1.00/minute

4.3 Travel Card Service

Allows subscribers to place calls by gaining access to the network via an 800 number and personal identification number (PIN) number issued by the Company.

<u>Minimum</u>	<u>Maximum</u>
\$0.01/minute	\$1.00/minute

4.4 Pay Telephone (Payphone) Surcharge

A surcharge will be assessed for each call made from a pay telephone to an 8XX number or using a travel card and dialing the carrier prefix in the form 101XXXX.

<u>Minimum</u>	<u>Maximum</u>
\$0.01/call	\$1.00/call

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5. Promotional Offerings

Promotional Offerings: The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. 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. The waiver of any monthly recurring charges shall be limited to 90 days on a per customer basis. Promotions filed with the PUCO will be effective on the day of filing.

6. Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such service in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis and will be filed with the PUCO.

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7. Service Area Maps

7.1 SBC Ohio Service Area Map

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7. Service Area Maps (contd.)

7.2 Verizon North Service Area Map

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PRICE LIST

1. Local Exchange Service – Rates and Charges

1.1 Flat Rate Service

A. Rate Band 1

	<u>Business MRC</u>	<u>Residential MRC</u>
First Line	\$46.25	\$16.95
Additional Lines	\$46.25	\$16.95

B. Rate Band 2

	<u>Business MRC</u>	<u>Residential MRC</u>
First Line	\$48.00	\$17.95
Additional Lines	\$48.00	\$17.95

C. Rate Band 3

	<u>Business MRC</u>	<u>Residential MRC</u>
First Line	\$49.75	\$18.95
Additional Lines	\$49.75	\$18.95

1.2 Measured Rate Service

A. Rate Band 1

	<u>Business MRC</u>	<u>Residential MRC</u>
First Line	\$30.25	\$8.80
Additional Lines	\$30.25	\$8.80

B. Rate Band 2

	<u>Business MRC</u>	<u>Residential MRC</u>
First Line	\$32.00	\$9.25
Additional Lines	\$32.00	\$9.25

C. Rate Band 3

	<u>Business MRC</u>	<u>Residential MRC</u>
First Line	\$33.75	\$9.75
Additional Lines	\$33.75	\$9.75

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PRICE LIST (contd.)

1.3	Non-Recurring Charges		<u>Business</u> NRC		<u>Residence</u> NRC
	Exchange Access Line, per line		\$49.75		\$25.70
	Service Change		\$12.25		\$12.25
1.4	Custom Calling Service Features				
	Charges per line:				
			<u>Business</u>		<u>Residence</u>
			<u>MRC</u>	<u>NRC</u>	<u>MRC</u>
			<u>NRC</u>		<u>NRC</u>
	Call Forwarding (CF) Variable		\$5.00	\$8.50	\$4.00
	CF Anywhere		\$7.00	\$8.50	\$5.00
	CF Don't Answer		\$3.00	\$8.50	\$1.75
	CF Busy Line		\$3.00	\$8.50	\$1.75
	Call Waiting		\$5.75	\$8.50	\$6.00
	Call Waiting Deluxe		\$5.75	\$8.50	\$6.00
	Three-way Calling		\$4.00	\$8.50	\$4.00
	Speed Calling - 8 number		\$4.00	\$8.50	\$4.00
	Speed Calling - 30 number		\$4.00	\$8.50	\$4.00
	Call Transfer		\$4.00	\$8.50	\$4.00
	Talking Call Waiting		N/A	-	\$3.00
	Message Waiting Indicator		\$0.25	\$8.50	\$0.25
	Distinctive Ring				
	1 number		\$4.00	\$8.50	\$4.00
	2 numbers		\$4.00	\$8.50	\$4.00
	Pay Per Use				
		<u>Business</u>		<u>Residential</u>	
	Three-way Calling	\$0.95		\$0.95	

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PRICE LIST (contd.)**1.5 Advanced Custom Calling Features**

	<u>Business</u>		<u>Residence</u>	
	<u>MRC</u>	<u>NRC</u>	<u>MRC</u>	<u>NRC</u>
Repeat Dialing	\$4.00	\$8.50	\$4.00	\$8.50
Priority Call	\$4.00	\$8.50	\$4.00	\$8.50
Priority Forward	\$4.00	\$8.50	\$4.00	\$8.50
Call Block	\$4.00	\$8.50	\$4.00	\$8.50
Call Return	\$4.00	\$8.50	\$4.00	\$8.50
Caller ID	\$8.00	\$8.50	\$7.00	\$8.50
Per Call Number Privacy	N/C	N/A	N/C	N/A
Per Line Number Privacy				
Each non-published line, on request	N/C	\$6.50	N/C	\$6.50
Each line other than non-published	\$1.00	\$6.50	\$1.00	\$6.50
Call Trace	N/A	\$6.50	N/C	\$6.50
Calling Name (w/ ACR)	\$8.00	\$8.50	\$7.00	\$8.50
Calling Name and Number (w/ ACR)	\$8.00	\$8.50	\$7.00	\$8.50
Anonymous Call Rejection (ACR)	\$4.00	\$8.50	\$4.00	\$8.50
Reveal Privacy Management	\$4.00	\$8.50	\$4.00	\$8.50
Quiet Time	N/A	N/A	\$4.00	\$8.50

Pay Per Use

	<u>Business</u>	<u>Residential</u>
Repeat Dialing	\$0.95	\$0.95
Call Return	\$0.95	\$0.95
Call Trace, successful	\$1.50	\$1.50

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PRICE LIST (contd.)

2. Long Distance Service

2.1 Outbound 1+ Service

\$0.0495 per minute.

Billed in 6 second increments with an 18 second minimum.

2.2 Inbound 8XX Service

Service subject to a \$2.95 service charge for monthly usage less than \$20.00.

Per minute rate: \$0.0495

Billed in 6 second increments with an 18 second minimum.

Monthly Service Charge: \$1.00 per toll free number.

2.3 Travel Card Service

Cards are established with a \$50.00 monthly limit, and international calling is not allowed. However, arrangements can be made to accommodate the need for a higher monthly limit or international calling on a case by case basis.

Rate Per Minute: \$0.0990

Billed in 6 second increments with a 30 second minimum.

Set up fee of \$1.00 per card.

2.4 Pay Telephone Surcharge

\$0.35/call.

ISSUED: August 4, 2005

EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio,
Dated _____, 2005, in Case No. xx-xxx-TP-ACE
Michael Geoffroy, Corporate Counsel
14500 Lochridge Blvd., Suite D, Covington, GA 30014

Telrite Corporation
P.U.C.O. NO. 2

PRICE LIST (contd.)

3. Directory Assistance

Each call to Directory Assistance will be charged as follows:

	<u>Per Call</u>
Local DA	\$0.50
Long Distance DA	\$1.25

4. Dishonored Check Charge

\$20.00 per occurrence.

5. Directory Listings

	<u>NRC</u>	<u>MRC</u>
Additional Listing	\$12.37	\$4.50
Non-published	\$12.37	\$1.96

6. Customer Requested Call Blocking

Charge waived for residence customers. Charge waived for nonresidence customers when ordered at the same time access line established or transferred, or during the 60-day period after inception of service.

Per line, per request	\$11.80	<u>Business</u>	\$11.80	<u>Residence</u>
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7. Emergency 9-1-1 Charges

These charges vary by county where Emergency 9-1-1 is available and are a pass through of the charge approved by the Public Utilities Commission of Ohio for the respective ILEC whose services the Company is reselling.

8. Telephone Service Assistance

The Company will provide Telephone Service Assistance on a pass through basis charging the customer the same amount it is charged by the underlying ILEC who provides the service.

9. Reconnection Charge

\$35.00

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