
ACCESS SERVICES

*This tariff, Choice One Communications of Ohio Inc. d/b/a EarthLink Business P.U.C.O. Tariff No. 6,
replaces in its entirety
Choice One Communications of Ohio Inc. d/b/a One Communications P.U.C.O. Tariff No. 2*

Choice One Communications of Ohio Inc.

d/b/a EarthLink Business

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO COMMUNICATIONS SWITCHED AND DEDICATED

ACCESS SERVICES WITHIN

THE STATE OF OHIO

This tariff applies to the intrastate charges applying to access telecommunications services furnished by Choice One Communications of Ohio Inc. d/b/a EarthLink Business ("Company") between one or more points within the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected, during normal business hours, at Carrier's principal place of business, 1375 Peachtree Street, Level A, Atlanta, Georgia 30309.

ACCESS SERVICES

CHECK SHEET

The pages of this tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original tariff and are in effect on the date shown.

PAGE	REVISION		PAGE	REVISION	PAGE	REVISION
Title	Original		30	Original	61	Original
1	5 th Rev.	*	31	Original	62	Original
2	5 th Rev.	*	32	Original	63	Original
3	Original		33	Original	64	Original
4	Original		34	Original	65	Original
5	1 st Rev.		35	Original	66	Original
6	Original		36	Original	67	Original
7	Original		37	Original	68	Original
8	Original		38	Original	69	Original
9	Original		39	Original	70	Original
10	Original		40	Original	71	Original
11	Original		41	Original	72	Original
12	1 st Rev.		42	Original	73	Original
12.1	Original		43	Original	74	Original
13	Original		44	Original	75	Original
14	Original		45	Original	76	Original
15	Original		46	Original	77	Original
16	Original		47	Original	78	Original
17	Original		48	Original	79	Original
18	Original		49	Original	80	Original
19	Original		50	Original	81	Original
20	Original		51	Original	82	Original
21	Original		52	Original	83	Original
22	Original		53	Original	84	Original
23	Original		54	Original	85	Original
24	Original		55	Original	86	Original
25	Original		56	Original	87	Original
26	Original		57	Original	88	Original
27	Original		58	Original	89	1 st Rev. *
28	Original		59	Original	90	1 st Rev. *
29	Original		60	Original		

* - indicates those pages included with this filing

ACCESS SERVICES

CHECK SHEET (CONT'D.)

PAGE	REVISION		PAGE	REVISION
91	1 st Rev.	*	118	Original
92	Original		119	Original
93	Original		120	Original
94	Original		121	Original
95	Original		122	Original
96	1 st Rev.	*	123	Original
97	Original		124	Original
98	Original		125	Original
99	Original		126	1 st Rev.
100	Original		127	2 nd Rev.
101	Original		128	Original
102	Original		129	Original
103	Original		130	Original
104	Original		131	Original
105	Original		132	Original
106	Original		133	Original
107	Original		134	Original
108	Original		135	Original
109	Original		136	Original
110	Original		137	1 st Rev.
111	Original		137.1	Original
112	Original		138	1 st Rev.
113	Original		138.1	Original
114	Original		139	Original
115	Original			
116	Original			
117	Original			

* - Indicates pages included with this filing.

ACCESS SERVICES

TABLE OF CONTENTS

	<u>Page</u>
CHECK SHEET	1
TABLE OF CONTENTS.....	3
CONCURRING, CONNECTING, AND OTHER PARTICIPATING CARRIERS	6
SYMBOLS.....	7
GENERAL REGULATIONS	8
1.1 Application of Tariff	8
1.2 Definitions.....	9
1.3 Undertaking of the Company	13
1.4 Prohibited Uses	30
RULES AND REGULATIONS	31
2.1 Use of Facilities and Services	31
2.2 Minimum Period of Service	36
2.3 Flexible Pricing.....	37
2.4 Payment for Service Rendered.....	38
2.5 Disputed Bills.....	43
2.6 Taxes and Other Surcharges.....	44
2.7 Inspection, Testing and Adjustment.....	45
2.8 Suspension or Termination of Service	46
2.9 Obligations of the Customer	52
2.10 Automatic Number Identification	59
2.11 Determination of Mileage	62
2.12 Service Provider Number Portability	63
SWITCHED ACCESS.....	69
3.1 General	69
3.2 Rate Categories	69
3.3 Obligations of the Company	74
3.4 Obligations of the Customer	77
3.5 Rate Regulations	79
3.6 Rates and Charges	81
3.7 Presubscribed Interexchange Carrier Charge (PICC)	82
3.8 Servicing Central Office & Remote Switching Locations	83

ACCESS SERVICES

TABLE OF CONTENTS (CONT'D.)

	<u>Page</u>
DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS	85
4.1 General	85
4.2 Service Configurations.....	85
4.3 Contract Rates – Special Pricing Arrangements-ICB	86
4.4 Service Descriptions and Technical Specifications	87
4.5 Rate Categories	96
4.6 Application of Rate Elements	98
4.7 Regulations and Computations of Mileage.....	99
4.8 Back Billing	101
4.9 Taxes	101
4.10 Temporary Promotional Programs	101
END USER ACCESS SERVICE	102
5.1 General	102
5.2 Limitations	102
5.3 Application of Intrastate Charges	102
SPECIAL ARRANGEMENTS.....	103
6.1 Special Construction	103
6.2 Non-Routine Installation and/or Maintenance.....	105
RESERVED FOR FUTURE USE.....	106
BILLING AND COLLECTION	107
8.1 General	107
8.2 Recording Service	108
8.3 Automatic Number Identification	116
8.4 Billing Name and Address Service	117
8.5 Meet Point Billing.....	123
8.6 Chargeable Optional Features.....	123

ACCESS SERVICES

TABLE OF CONTENTS (CONT'D.)

	<u>Page</u>	
DESCRIPTION AND APPLICATION OF RATES & CHARGES	124	
9.1 Usage Rates.....	124	
9.2 Monthly Rates	124	
9.3 Nonrecurring Charges	124	
RATE SCHEDULE	126	
10.1 Switched Access	126	
10.2 Dedicated Access	129	
10.3 Miscellaneous Charges.....	135	
NOTICES TO COMPANY	136	
11.1 Notices	136	
TOLL VOIP-PSTN TRAFFIC	137	(N)
12.1 Identification and Rating of Toll VoIP-PSTN Traffic	137	(N)

ACCESS SERVICES

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

ACCESS SERVICES

SYMBOLS

When changes are made in any tariff sheet, a revised sheet will be issued replacing the tariff sheet affected. Changes will be identified on the revised sheet through the use of the following symbols:

- (C) Indicates Changed Regulation
- (D) Indicates Discontinued Rate or Regulation
- (I) Indicates Rate Increase
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
- (R) Indicates Rate Reduction
- (S) Indicates Reissued Matter
- (T) Indicates Change of Text Only

ACCESS SERVICES

SECTION 1 - GENERAL REGULATIONS

1.1 APPLICATION OF TARIFF

- 1.1.1 This tariff contains the regulations and rates applicable to intrastate access telecommunications services provided by Carrier for telecommunications between points within the State of Ohio. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 1.1.2 The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by another common carrier for use in accessing the services of Carrier.
- 1.1.3 The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.
- 1.1.4 At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff as approved by the Public Utilities Commission of Ohio. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering for the first contract Customer as specific in each individual contract.

ACCESS SERVICES

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.2 DEFINITIONS

ACCESS CODE - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXX, 950-0XXX, or 950-1XXX.

ACCESS MINUTES - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

ACCESS TANDEM - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

ANSWER SUPERVISION - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

CALL - A Customer attempt for which the complete address code is provided to the service end office.

CARRIER OR COMMON CARRIER - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

CENTRAL OFFICE - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

CHANNEL - A communications path between two or more points of termination.

COMMUNICATIONS SYSTEM - Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

COMPANY – Choice One Communications of Ohio Inc. d/b/a EarthLink Business.

COMMISSION - The Public Utilities Commission of Ohio.

ACCESS SERVICES

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.2 DEFINITIONS (Cont'd)

CUSTOMER - The person, firm or corporation which directly or indirectly orders access service and is responsible for the payment of charges and compliance with the Company's regulations. A person, firm or corporation is deemed a Customer of the Company if any of its traffic is terminated to a central office code (NPA-NXX) assigned to the Company or if End Users originate traffic on the Company's network that is routed to the person's, firm's or corporation's network.

CUSTOMER (Cont'd) - Should a Customer use the Company's access service, regardless of whether the Customer has affirmatively requested service or has an executed service order, the Customer will be subject to the obligations, rates, and charges as set forth in this Tariff.

CUSTOMER DESIGNATED PREMISES - The premises specified by the Customer for termination of Access Services.

DUAL TONE MULTIFREQUENCY (DTMF) - Tone signaling, also known as touch tone signaling.

END OFFICE SWITCH - A Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

END USER - Any customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

ENTRY SWITCH - First point of switching.

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

ACCESS SERVICES

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.2 DEFINITIONS (Cont'd)

FACILITIES - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

FIRST POINT OF SWITCHING - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

INTERSTATE COMMUNICATIONS - Any communications with that crosses over a state boundary. Interstate Communications includes interstate and international communications.

INTRASTATE COMMUNICATIONS - Any communication which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL CALLING AREA - A geographical area, as defined in the Company's local or general exchange service tariff in which an End User may complete a call without incurring toll usage charges.

MESSAGE - A Message is a Call as defined above.

OFF-HOOK - The active condition of Switched Access Service or a telephone exchange line

ON-HOOK - The idle condition of Switched Access Service or a telephone exchange line.

ORIGINATING DIRECTION - The use of Switched Access Service for the origination of calls from an End User premises to a carrier's premises.

ACCESS SERVICES

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.2 DEFINITIONS (Cont'd)

POINT OF TERMINATION - The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

PREMISES - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

SERVING WIRE CENTER - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

SPECIAL ACCESS CIRCUIT - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

TERMINATING DIRECTION - The use of Switched Access Service for the completion of calls from a carrier's premises to an End User premises.

TOLL VOIP-PSTN TRAFFIC - The term Toll VoIP-PSTN Traffic denotes a customer's interexchange voice traffic exchanged with the Telephone Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and /or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment. (N)

TRANSMISSION PATH - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

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

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

Material originally found on this page is now on page 12.1.

(N)
|
|
|
|
(N)

(M)
(M)

ACCESS SERVICES

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.2 DEFINITIONS (Cont'd)

VOIP PROVIDER - For the purposes of this Tariff, any service provider, including but not limited to carriers, that originates and/or terminates traffic in Internet protocol ("IP") format.	(N)
VOIP PROVIDER PARTNER - any VoIP Provider that uses the Company's services to exchange traffic with the PSTN.	
VOIP-PSTN TRAFFIC - traffic exchanged between the Company and a Customer in Time-Division-Multiplexing format that originates and/or terminates in IP format.	
WIRE CENTER - A physical location in which one or more central offices, used for the provision of exchange services, are located.	(M)
	(M)

Material now found on this page was originally on page 12.

ACCESS SERVICES

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.3 UNDERTAKING OF THE COMPANY

1.3.1 Undertaking of The Company

The Company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this tariff.

1.3.2 Obligation of The Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications. The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Ohio.

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

ACCESS SERVICES

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.2 Obligation of the Company (Cont'd)

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

ACCESS SERVICES

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.3 Liability of the Company

- A. 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 as set forth in this tariff. The extension of such allowances shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.
- B. The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including, but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action or request of the federal government, or of any other government, including federal 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 of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-out, work stoppages, or other labor difficulties.
- C. To the extent consistent with OH. REV. CODE § 4905.55, the Company shall not be liable for any act or omission of any entity furnishing to the Company or the Company's Customers facilities or equipment used for or with the services the Company offers.
- D. 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.

ACCESS SERVICES

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.3 Liability of the Company (Cont'd)

- E. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at the premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- F. 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. The Company has the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- G. The Company shall not be liable for any damages resulting from delays in meeting any service date 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.
- H. The Company is not liable for any defacement of or damage to the premises of the Customer (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- I. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing facilities or equipment used for or in conjunction with the Company's service.

ACCESS SERVICES

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.3 Liability of the Company (Cont'd)

- J. The Company is not liable for any claims for loss or damages involving:
1. Breach in the privacy or security of communications transmitted over the Company's facilities;
 2. Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
 3. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
 4. Any act or omission in connection with the provision of 911, E911 or similar services;
 5. Any noncompletion of calls due to network busy conditions;
 6. Unauthorized use of the Customer's equipment or facilities that interconnect with Company's facilities, including usage such as, but not limited to, unauthorized calls, unauthorized use of calling cards, and toll or usage fraud; and
 7. Any placement of calls from the Customer's premises, with or without the Customer's equipment, which are transmitted through the Company's network.

ACCESS SERVICES

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.3 Liability of the Company (Cont'd)

K. Claims

The Company shall be indemnified, defended held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

1. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
2. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

ACCESS SERVICES

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.3 Liability of the Company (Cont'd)

- L. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed. The Company will provide interest in customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment.
- M. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- N. 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 OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- O. Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

ACCESS SERVICES

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd.)

1.3.4 Testing, Maintenance, and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the periods during which the Company makes such tests, adjustments, or inspections.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

ACCESS SERVICES

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.5 Non-routing 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 not less than the cost of actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

1.3.6 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title, or interest in all the facilities and associated equipment provided by the Company hereunder.

ACCESS SERVICES

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.7 Rights-of-way

Any and all costs associated with obtaining and maintaining the rights-of-way from the point of entry at the Customer's location to the Customer, including but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities, shall be borne entirely by the Customer. Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions, and restriction of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, Customer agrees that it shall assist Company in the procurement and maintenance of such right-of-way.

1.3.8 Services Provided by Other Carriers

Company shall have no responsibility with respect to billings, charges, or disputes related to services used by Customer, which are not included in the services herein, including, without limitation, any local, regional, and long distance services not offered by the Company. Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

ACCESS SERVICES

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.9 Governmental Authorizations

The provision of services under this Tariff is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Public Utilities Commission or other applicable agency, and Customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives.

1.3.10 Assignment

The Company may, without obtaining any further consent from Customer, assign any rights, privileges, or obligations under this Tariff. Customer shall not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.

1.3.11 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all users of the Company's network services. Generally, service levels are considered acceptable only when both end users and customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, i.e., those actions such as call gapping, which selectively cancels the completion of traffic, over any traffic carried over its network. These measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Company result in the complete loss of service to the Customer, the Customer will be granted a Credit Allowance for Service Interruptions as set forth below.

ACCESS SERVICES

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.12 Use of Service

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use.

1.3.13 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

1.3.14 Blocking of Service

The Company's facilities can not be used to originate calls to other telephone company or Information Provider caller-paid information services. The Company reserves the right to block services that violate the prohibited use policy.

ACCESS SERVICES

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.15 Allowances For Interruption in Service

- A. A credit allowance will be given for any period during which any line subscribed to by Customer hereunder is out of service, except as specified below. Out of service conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any shall be deducted from the charges payable by Customer hereunder and shall be expressly indicated on the next bill to Customer. A credit allowance will be made when an interruption occurs because of a failure of any component furnished under this Tariff by Company.
- B. An interruption period begins when the Customer reports a service to be interrupted and releases it for testing and repair. An interruption period ends when the service is operative. If the Customer reports the service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- C. For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those services on the interrupted portion of the circuit will receive a credit.
- D. In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the Customer, shall be as follows:
 - 1. For Monthly Recurring Charges, no credit allowance will be given on interruptions less than thirty (30) minutes. The Customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charge for the service for each period of 30 minutes or at least 15 minutes thereof that the interruptions continues.

ACCESS SERVICES

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.15 Allowances For Interruption in Service (Cont'd)

D. (Cont'd)

2. For usage based charges, no credit will be allowed for an interruption less than 24 hours. The customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of:
 - a. the monthly rates;
 - b. the assumed minutes of use charge; or
 - c. the minimum monthly usage charge, whichever is applicable, for each period of 24 hours or major fraction (12 hours and 1 minute) thereof that the interruption continues. However, in the case of the service billed based on actual usage, no credit allowance will be given when the actual usage charge exceeds the minimum monthly usage charge in any one monthly billing period.

ACCESS SERVICES

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.15 Allowances For Interruption in Service (Cont'd)

E. No credit allowance will be made for:

1. Interruptions due to the negligence of, or non-compliance with the provisions of the Tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
2. Interruptions of service due to the failure or malfunction of facilities, power, or equipment provided by the Customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Company;
3. Interruptions of service during any period in which the Company is not given access to the premises at which the Company provided service is interrupted or terminated;
4. Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction;
5. Interruptions of service during any period when the Customer, authorized user, or joint user has released service to the Company for maintenance purposed or for implementation of a Customer order for a change in service arrangements;
6. Interruptions of service due to circumstances beyond the control of the Company.

ACCESS SERVICES

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.16 Transmission Specifications

The Company's transmission path will meet the standard transmission specifications as set forth in Bellcore Technical Publications. When the Company uses facilities and services from other service providers, the Company's transmission paths will conform to Bellcore Technical Publications, to the extent that the supplying service provider's facilities and services meet the specifications. The Company will, upon notification by the Customer that the data parameters set forth are not being met, conduct tests independently or in cooperation with the Customer, and take any actions deemed by the Company to be necessary to insure that the data parameters are met.

1.3.17 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines may also be made available to the Customer based on previously arranged intervals and format.

1.3.18 Acceptance Testing

At no additional charge the Company will, at the Customer's request and where applicable, cooperatively test at the time of installation the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity, and operations signaling. Balance parameters may also be tested where applicable.

1.3.19 Routine Testing

At no additional charge the Company will, at the Customer's request and where applicable, test after installation on an automatic or manual basis, 1004 Hz loss, C-message noise, and Balance (Return loss). In the case of automatic testing, the Customer shall provide remote office test lines and 105 test lines with associated responders or their functional equivalent. The frequency of the tests will be as mutually agreed on by the Customer and the Company, but shall consist of not less than quarterly 1004 Hz loss and C-message noise tests, and an annual balance test. Trunk test failures requiring Customer participation for trouble resolution will be provided to the Customer on an as-occurs basis.

ACCESS SERVICES

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.3 UNDERTAKING OF THE COMPANY (Cont'd)

1.3.20 Determination of The Number of Transmission Paths

The Customer will determine the number of switched access service transmission paths to be provided for the busy hour minutes of capacity ordered. The Company can assist the Customer in developing the number of transmission paths using standard company engineering methods.

1.3.21 Trunk Group Measurement Reports

Subject to availability, the Company will make available to the Customer trunk group data in the form of usage in CCS, peg count and overflow, at previously agreed to intervals.

ACCESS SERVICES

SECTION 1 - GENERAL REGULATIONS (CONT'D.)

1.4 PROHIBITED USES

- 1.4.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which Customer has not obtained all governmental approvals, authorization, licenses, consents and permits required to be obtained by the Customer with respect hereto.
- 1.4.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to demonstrate that their use of the Company offerings complies with relevant laws, regulations, policies, orders, and decisions.
- 1.4.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 1.4.4 A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
- 1.4.5 Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.
- 1.4.6 The services of the Company shall not be used to transmit impermissible content.
- 1.4.7 A Customer, joint user, or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between Company and Customer shall not be that of partners or agents for one of the other, and shall not be deemed to constitute a partnership or agency agreement.

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICES

2.1.1 Use of Service

- A. Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- B. The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- C. The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- D. Carrier's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- E. Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- F. Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.
- G. Carrier's services may be denied for any use by Customer which is illegal, or poses an undue risk or liability to Carrier, or is obtained through fraud or wilful misrepresentation.
- H. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- I. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.1 USE OF FACILITIES AND SERVICES (Cont'd)

2.1.1 Use of Service (Cont'd)

- J. Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.1 USE OF FACILITIES AND SERVICES (Cont'd)

2.1.2 Limitations

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- E. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.1 USE OF FACILITIES AND SERVICES (Cont'd)

2.1.3 Customer-Authorized Use

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.1 USE OF FACILITIES AND SERVICES (Cont'd)

2.1.5 Minimum Use Contracts

The Company may offer services which require a minimum use guarantee (“MUG”). The Subscriber agrees to pay the minimum amount per period agreed to upon commencement of service. Subscribers falling below their MUG will be billed for the minimum amount due per period pursuant to the MUG agreement (even though this is below their actual usage amount).

Should the Subscriber choose to terminate a MUG agreement prior to its expiration date, the Subscriber will be liable for the minimum usage requirements contained in the agreement multiplied by the number of months remaining in the term, unless, with the Carrier’s approval, Subscriber converts to another Company service with equal or greater term and minimum usage commitments. If no minimum usage requirement is specified in the agreement, upon early termination of Subscriber’s agreement, Subscriber will be liable for its monthly average usage (calculated over the last three full months immediately preceding the date of termination) multiplied by the number of months remaining in the term.

The minimum initial billing liability period for any service under this section is one month. Subsequent periods shall be for additional one-month increments unless otherwise specified.

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.2 MINIMUM PERIOD OF SERVICE

The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.3 FLEXIBLE PRICING

2.3.1 General

Flexible Pricing sets minimum and maximum rates that can be charged for access service. The Company may change a specific rate within the range of the established minimum and maximum rates.

2.3.2 Conditions

- A. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.
- B. Customer notification of a rate change shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.
- C. A rate shall not be changed unless it has been in effect for at least thirty (30) days.

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.4 PAYMENT FOR SERVICE RENDERED

2.4.1 Responsibility for All Charges

The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users or customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company.

2.4.2 Deposits

- A. To safeguard its interest, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Rule 4901:1-17 of the Ohio Administration Code. A deposit may be required if the customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. 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 two (2) months' charges for tariffed services plus 30% of the monthly estimated charge for a specified customer or; two (2) month's charges for service or facility which has a minimum period of one month. A deposit may be required in addition to an advance payment. Upon discontinuance of service, the Company, with-in forth-five (45) days, shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company. Deposits held for 180 days or longer will accrue interest in accordance with Rule 4901:17-05 of the Ohio Administration Code. Deposits held for less than 180 days will not accrue interest.
- B. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to customer deposits.

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.4 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.4.2 Deposits (Cont'd)

C. If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

D. Return of Deposit

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

E. Interest on Deposits

Simple interest at the rate specified by the Commission shall be credited or paid to the customer while the Company holds the deposit.

2.4.3 Advance Payments

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months estimated billing.

2.4.4 Payment of Charges

The customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company as set forth in this tariff or by the mutual written agreement of the parties.

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.4 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.4.4 Payment of Charges (Cont'd)

- A. Non-recurring charges are due and payable as set forth in Section 2.4.4.B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which the service is provided, and Recurring Charges shall be due and payable as set forth in Section 2.4.4.B. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- B. All charges are due and payable by the next bill date (i.e., same date in the following month as the bill date), but no sooner than 14 days from the postmark on the current bill, and are payable in immediately available funds.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If service is disconnected by the Company in accordance with Section 2.8 following and later reinstalled, service will be subject to all applicable installation charges for the reinstallation. If service is suspended by the Company and later restored, it will be subject to all applicable restoration charges.

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.4 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.4.5 Returned Check Charge

- A. A charge will be assessed for checks returned by drawee bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution. At the option of the Company, the returned check charge may be waived because of extenuating circumstances (i.e., bank error).

- B. Returned Check Charge: \$25.00

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.4 PAYMENT FOR SERVICE RENDERED (Cont'd)

2.4.6 Late Payment and Collection Charges

- A. Customer bills are due on the due date specified on the bill as specified in this paragraph and Section 2.4.4.B of this tariff. If any portion of the payment is not received by the Company by the due date, is received by the Company after the due date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge shall be due from the Customer to the Company. The late payment charge shall be the portion of the payment not received by the due date, multiplied by a late factor. The late factor shall be the lesser of the following:
1. a rate of 1.5 percent per month accrued on a daily basis, from the date such amount was due; or
 2. the highest interest rate which may be applied under state law for commercial transactions.
- B. The late payment charge will not be applied to previous late payment charges that have been assessed, but not paid for, but will apply to the accumulated services for which the customer is in arrears. The late payment charges are to be applied without discrimination.
- C. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the overdue charges accruing at the rate of 1.5 percent a month or the highest rate allowed by law, whichever is lower. Collection fees on overdue charges shall begin to accrue when the Account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting the charges owed to the Company.

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.5 DISPUTED BILLS

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company as set forth in Section 11.1, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the specific invoice disputed, the date of the bill, the specific items on the bill being disputed, and the justification for the dispute.

In order to withhold payment for disputed amounts, the Customer must 1) pay all undisputed amounts by the due date and 2) provide written documentation of the dispute as described in this Section 2.5 by the due date for the billing period in question.

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.5 DISPUTED BILLS (Cont'd.)

2.5.1 Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to 1 year (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action.

- A. First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
- B. Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Public Utilities Commission of Ohio
180 E. Broad Street
Columbus, Ohio 43215-3793

2.6 TAXES AND OTHER SURCHARGES

Customer shall pay all sales, use, gross receipts, excise, access, bypass, or other local, state, and federal taxes, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the services (excluding taxes on Company's net income). Such taxes shall be separately stated on the applicable invoice.

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.7 INSPECTION, TESTING AND ADJUSTMENT

- 2.7.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.7.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
- 2.7.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.8 SUSPENSION OR TERMINATION OF SERVICE

2.8.1 Suspension or Termination for Nonpayment

- A. In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer must remit a Connection Charge as well as any payment due and any applicable deposits prior to reconnection.
- B. Suspension or termination shall not be made until:
 - 1. At least 10 days after written notification has been served personally on the Customer, or at least 20 days after written notification has been mailed to the billing address of the Customer or;
 - 2. At least 10 days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.
- C. Access service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.2 Exceptions to Suspension and Termination

Access service shall not be suspended or terminated for:

- A. Nonpayment of bills rendered for charges other than access service or deposits requested in connection with access service;
- B. Nonpayment for service for which a bill has not been rendered;
- C. Nonpayment for service which have not been rendered;
- D. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures are in accordance with the Public Utilities Commission Rules and Regulations.
- E. Access service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.3 Verification of Nonpayment

Access service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- A. The Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- B. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the opening of business on that day.

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment

A. General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment (Cont'd)

B. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Permitting fraudulent use.

C. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service.
2. In the event that access service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:
 - a. No charge shall apply for the period during which service had been terminated, and
 - b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment (Cont'd)

D. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.5 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

2.9 OBLIGATIONS OF THE CUSTOMER

2.9.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.9.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.9.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service. Customer shall provide a safe place to work which complies with all laws and regulations along the rights-of-way and in the equipment spaces which it is responsible for obtaining, and at which Company authorized personnel, employees, or agents may be installing, inspecting, maintaining, replacing, repairing or removing facilities and equipment.

Customer shall arrange access to any of the rights-of-way, conduit, and equipment space which it is responsible for obtaining at any time so that Company's authorized personnel, employees, or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by Company. Access to such sites shall be made available at a time mutually agreeable to Customer and Company. Customer acknowledges that, when repair work is required to restore services after interruption, it may be necessary to provide access on a twenty-four hour, seven day a week basis. Company shall also have the right to obtain access to the cable installed in Customer provided conduit at any splice or junction box. No credit allowance will be made for the period during which service is interrupted for such purposes.

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.9.3 Equipment Space and Power (Cont'd)

Customer shall be responsible for obtaining and continuing in effect all approvals, consents, authorizations, licenses, and permits as may be required to permit Customer to comply with its obligations hereunder.

Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.

2.9.4 Testing

The services provided under this tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.9.5 Design of Customer Services

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

2.9.6 Network Contingency Coordination

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

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.9.7 Jurisdictional Reports

Where possible, the Company will determine the jurisdiction of both originating and terminating calls from the call detail records generated via the switched network, and bill usage according to such determination. A call that enters the Customer's network in a state different from the state in which the called station is located will be classified as interstate. A call that enters the Customer's network at a point within the same state where the called station is located will be classified as intrastate.

In those cases where it is not possible for the Company to determine the jurisdiction of the call from the call detail, the Customer may provide the Company with a percent interstate use. The percent, which should be represented as a whole number, is determined by taking the total interstate usage and dividing by the total minutes of use. The Customer may update the jurisdictional percentages reported to the Company on the First of January, First of April, First of July, and First of October. Reports should be received no later than the 20th of each month. Reports will be used on a go-forward basis, and will be in effect until the Customer submits a revised report. Customers beginning service in the middle of a quarter may submit a jurisdictional report at the onset of service.

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.9.7 Jurisdictional Reports (Cont'd)

In the absence of a Customer-provided percent interstate use, the following percentages will be used:

800 traffic:	100%
900 traffic:	100%
700 traffic:	100%
All other:	percent determined by measurable network usage.

No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate projected interstate usage provided to the Company. In the event that the required jurisdictional report is not provided, the Company recorded or estimated percentage of interstate usage will be applied to the bill.

The Company reserves the right to verify the percents on the jurisdictional reports by examination of the underlying data. The Company will submit a request for verification in writing to the Customer. Such a request will occur no more than once a year. Once the request is received, the Customer will have 30 days to supply or otherwise make available the data to the Company.

The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.9.8 Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.10.7 will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

- A. For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state tariff rate per element.
- B. For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use (measure or Company assumed average use) times the stated rate.

2.9.9 Measurement of Access Minutes

Customer traffic to end offices will be measured (recorded or assumed) by the Company at end office switches or access tandem switches. Originating and terminating calls will be measured or imputed to determine the basis for computing chargeable access minutes.

With Multifrequency Address Signaling, usage measurement begins when the originating entry switch receives the acknowledgment wink supervisory signal forwarded from the Customer's point of termination. For originating calls with SS7, usage measurement begins when either the Exit Message (EXM) or the Address Complete Message (ACM) is received.

The measurement of originating call usage ends when the entry switch receives disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.9 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.9.9 Measurement of Access Minutes (Cont'd)

For terminating calls, the measurement of access minutes begins when the terminating entry switch receives answer supervision from the terminating end user's end office, indicating the terminating end user has answered.

The measurement of terminating call usage ends when the terminating entry switch receives disconnect supervision from either the terminating end user's office, indicating the terminating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.

2.9.10 Network Congestion

When a Customer offers service for which a substantial call volume is expected during a short period of time, the Customer must notify the Company at least 48 hours in advance of each peak period. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the telephone number(s) to be used. On the basis of the information provided, the Company may invoke network management controls to reduce the probability of excessive network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such controls.

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.10 AUTOMATIC NUMBER IDENTIFICATION

2.10.1 General

This option provides the automatic transmission of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling station. The ANI feature, which is a software function, will be associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a Customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an access tandem and a Customer's premises.

Additional ANI information digits are available with Feature Group D only. These information digits will be transmitted as agreed to by the Customer and the Company.

2.10.2 Up to 7 Digit Outpulsing of Access Digits to Customer

This Option provides for the end office capability of providing up to 7 digits of the uniform access code (950-10XX) to the Customer premises. The Customer can request that only some of the digits in the access code be forwarded. The access code digits would be provided to the Customer premises location using multifrequency signaling, and transmission of the digits would precede the forwarding of ANI if that feature were provided. It is available with Feature Group B.

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.10 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)

2.10.3 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- A. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- B. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- C. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.10 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)

2.10.3 Regulations (Cont'd)

- D. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision A, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- E. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Company until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.
- F. The ten digit ANI telephone number is only available with Feature Group D. The ten digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number. The ten digit ANI telephone number will be transmitted on all calls except in the case of ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described below).

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.10 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)

2.10.3 Regulations (Cont'd)

- G. Where ANI cannot be provided, information digits will be provided to the Customer.

The information digits identify: (1) telephone number is the station billing number - no special treatment required, (2) ANI failure has occurred in the end office switch which prevents identification of calling telephone number - must be obtained by operator or in some other manner. The ANI telephone number is the listed telephone number of the Customer and is not the telephone number of the calling party.

2.10.4 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings pursuant to the Public Service Law of the State of Ohio.

2.11 DETERMINATION OF MILEAGE

Service for which rates are mileage sensitive are rated on the airline distance between the Company's switch location and Customer-designated premises or the end office of the Customer-designated premises.

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.12 SERVICE PROVIDER NUMBER PORTABILITY

2.12.1 DESCRIPTION

Service Provider Number Portability - Location Routing Number (SPNP-LRN)

SPNP-LRN depends on AIN/IN technology. LRN is a 10-digit number used to uniquely identify a switch that has ported numbers. The LRN for a particular switch must be a native NPA-NXX assigned to the local exchange provider for that switch and serves as a network address. Telecommunications Carriers routing telephone calls to an end-user that has ported their telephone number from one Telecommunications Carrier to another must perform a database query to obtain the LRN that corresponds to the dialed telephone number. The N-1 telecommunications provider (the next to the last terminating carrier) is responsible for determining the LPN for the call being terminated. The database query is performed for all calls where the NPA-NXX of the called number has been marked in the switch as portable. The Telecommunications Carrier routes the call to the appropriate Telecommunications Carrier based on the LPN.

SPNP-LRN will be initially deployed in Cleveland by May 15, 1998, and will continue through a phased in deployment which will complete December 1998 according to FCC Docket No. 95-116, as published in the Local Exchange Routing Guide (LERG). Subsequent deployment in additional switches beyond initial deployment pursuant to FCC Docket No. 95-116 and PUCO Case No. 95-845-TP-COI, will be accomplished through receipt of a bona fide request.

2.12.2 TERMS AND CONDITIONS

A. General

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.12 SERVICE PROVIDER NUMBER PORTABILITY (Cont'd)

2.12.2 TERMS AND CONDITIONS

A. General

Service Provider Number Portability (SPNP) is only available to telecommunication carriers for use in the provision of a telecommunications service as specified and to the extent required by the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) ("the Act") and the rules and regulations of the Federal Communications Commission and the Public Utilities Commission of Ohio.

Service Provider Number Portability is a service arrangement provided by the Company to Telecommunication Carriers whereby a customer, who switches subscription to local exchange service from the Company to a Telecommunication Carrier is permitted to retain for their use the existing Company assigned telephone number provided that the customer's service location remains within the same Company rate center.

B. Rules and Regulations

SPNP service is only available to Telecommunication Carriers.

SPNP service and facilities will only be provided where technically feasible, subject to the availability of facilities and pursuant to FCC Docket No. 95-116 and PUCO Case No. 95-845-TP-COI, and may only be furnished from properly equipped central offices. SPNP service and facilities are not offered for Mass-Calling NXX Codes, NXX Codes 555, 976, 950, FX service, or coin telephone service.

General Regulations as found in Part 2 of this Tariff and Section 1 of this Part apply to this Section unless otherwise specified in this Section. The term "customer", which appears in Part 2 of the General Regulations, is the equivalent of the term "telecommunication carrier" as used in this Section.

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.12 SERVICE PROVIDER NUMBER PORTABILITY (Cont'd)

2.12.2 TERMS AND CONDITIONS (Cont'd.)

B. Rules and Regulations (Cont'd)

Telecommunications Carriers will be assessed Local Number Portability (LNP) Query Charges as defined in F.C.C. No.2, Section 6, as SPNP-LRN becomes available in an area if the Company performs an LNP database query on behalf of the Telecommunications Carrier.

Interim Arrangements (SPNP-Remote and SPNP-Direct) are only available to Telecommunications Carriers in areas where SPNP-Location Routing Number (LRN) is not available. Telecommunications Carriers shall migrate from Interim Arrangements to SPNP-LRN as soon as practicable, but no later than 120 days from the last day which the F.C.C. has mandated SPNP-LRN be available in a particular Metropolitan Statistical Area (MSA). Requests for Interim Arrangements will also not be processed after the last day which the F.C.C. has mandated SPNP-LRN be available in a particular Metropolitan Statistical Area (MSA). The parties shall provide long-term number portability to each other in accordance with rules and regulations prescribed by the F.C.C. and/or the P.U.C.O.

Requests for Interim Arrangements will also not be processed after the last day which the F.C.C. has mandated SPNP-LRN be available in a particular Metropolitan Statistical Area (MSA). The parties shall provide long-term number portability to each other in accordance with rules and regulations prescribed by the F.C.C. and/or the P.U.C.O.

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.12 SERVICE PROVIDER NUMBER PORTABILITY (Cont'd)

2.12.2 TERMS AND CONDITIONS (Cont'd.)

C. Responsibilities of the Company

The Company's sole responsibility is to comply with the service requests it receives from the Telecommunication Carrier and to provide SPNP in accordance with its tariff. In the event that the Company becomes aware that a dispute or discrepancy may have occurred, it may insist that the Telecommunication Carrier provide to the Company a signed letter of authorization from the end-user.

The Company is not responsible for the allocation of charges for resold or shared SPNP service or for misdialed calls.

D. Responsibilities of the Telecommunication Carrier

The Telecommunication Carrier is solely responsible to obtain a signed letter of authorization from the end-user for the handling of the disconnection of the end-user's service with the Company, the provision of service by the Telecommunication Carrier and the provision of SPNP service. Should a dispute or discrepancy arise regarding the authority of a Telecommunication Carrier to act on behalf of the end-user, the Telecommunication Carrier is responsible for providing a signed letter of authorization, to the Company. In the event that the Telecommunication Carrier is unable to provide such authorization, the Company may either refuse to disconnect the end-user's service and establish SPNP service as requested by the Telecommunication Carrier or, where the conversion from end-user to SPNP service has already occurred, may choose to restore the end-user's prior service with the Company and terminate SPNP service for that particular end-user. In such event, the Telecommunication Carrier is responsible to compensate the Company for its cancellation costs if the end-user's service had not been disconnected and SPNP service had not yet been established or to pay all applicable restoral costs for terminating the SPNP service and restoring the end-user's prior service with the Company.

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.12 SERVICE PROVIDER NUMBER PORTABILITY (Cont'd)

2.12.2 TERMS AND CONDITIONS

D. Responsibilities of the Telecommunication Carrier (Cont'd)

The Telecommunication Carrier is responsible for coordinating the provision of service with the Company to assure that its switch is capable of accepting SPNP ported traffic.

The Telecommunication Carrier is solely responsible to provide equipment and facilities that are compatible with the Company's service parameters, interfaces, equipment and facilities. The Telecommunication Carrier is required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of the Company or any of its end-users. In the event that the Company determines in its sole judgment that Telecommunication Carrier will likely impair or is impairing, or interfering with any equipment, facility or service of the Company or any of its end-users, the Company may either refuse to provide SPNP service or terminate it in accordance with other provisions of the Company's tariff.

The Telecommunication Carrier is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP service for which it is not presently providing local exchange service or terminating to an end-user.

ACCESS SERVICES

SECTION 2 – RULES AND REGULATIONS (CONT'D.)

2.12 SERVICE PROVIDER NUMBER PORTABILITY (Cont'd)

2.12.2 TERMS AND CONDITIONS (Cont'd.)

D. Responsibilities of the Telecommunication Carrier (Cont'd)

The Telecommunication Carrier is responsible for designating to the Company at the time of its initial service request for SPNP service one of the following options for the handling and processing of Calling Card, Collect, third party, and other operator handled non-sent paid calls from or to SPNP assigned telephone numbers: (1) the Connecting-Carrier may request that the Company block all such calls; (2) the Telecommunication Carrier may accept billing from the Company for such calls; or (3) the Telecommunication Carrier may negotiate a separate, detariffed billing and collection agreement with the Company establishing the call handling, processing and billing responsibilities of the parties.

E. Limitations of Service

The Company is not responsible for adverse effects on any service, facility or equipment from the use of SPNP service.

End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by the Company for such calls.

The Company is not responsible to the Telecommunication Carrier if necessary changes in protection criteria or in any of the facilities, operation, or procedures of the Company renders any facilities provided by a Telecommunication Carrier obsolete or renders modification of the Telecommunication Carrier's equipment necessary except as otherwise required by the Public Utilities Commission of Ohio.

ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE

3.1 GENERAL

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point electrical communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises in the LATA where it is provided, and to terminate calls from a Customer's Premises location to an End User's Premises.

The application of rates for Switched Access Service is described in Sections 3.5 and 3.6 following. Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

3.2 RATE CATEGORIES

There are four rate categories which apply to Switched Access Service:

- Local Switching
- Local/Tandem Transport (Transport Service)
- End User (Common Line) (See Section 4)
- Data Base Services

ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)

3.2 RATE CATEGORIES (Cont'd)

3.2.1 Local Switching

Local Switching provides for the use of end office switching equipment. Included in Local Switching are:

Common Switching, which provides the local end office switching functions and optional features.

Transport Termination, which provides for the trunk side arrangements which terminate the Local Transport facilities. The number of Transport Terminations provided will be determined by the Company.

Common Trunk Port, which provides for transport termination in common end office trunk ports. This charge applies to all minutes of use on tandem routed switched access.

Where end offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.

ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)

3.2 RATE CATEGORIES (Cont'd)

3.2.2 Transport Service

Transport Service provides for the transmission of calls between the Customer designated premises and the end office switch(es) where the Customer traffic is switched to originate or terminate the Customer's communication. Transport Service is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency transmission path permits the transport of calls in the originating direction (from the Customer designated premise to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals.

Customers who choose Direct Access directly connect with the Company's office(s). In this case, the Customer is responsible for providing its own facility(s) to the Company office(s), and will be charged Port Charges. The Port Charges will consist of a non-recurring connection charge and a recurring monthly rental charge. The Port can be furnished on a DS0 or DS1 basis.

Customers who choose Standard Access connect with the Company's office(s) through another LEC's tandem switch. Transport Service rates are made up of a Transport Termination rate and Tandem Switching rate which are assessed on a per transmission path per access minute basis, and a Transport Mileage rate assessed on a per mile per access minute basis. Common Multiplexing is also associated with Transport Service and is assessed per access minute. The Transport Termination rate provides for the communication frequency transmission path at the Company switching central office and includes the Transport Service portion of central office switching and central office circuit equipment. The Tandem Switching rate applies to all minutes of use switched through the tandem. The Transport Mileage rate applies to transmission facilities provided by the Company between the Company's central office and a remote switching facility. Standard Access calls are also assessed an Interconnection charge per minute to provide for additional handling costs.

ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)

3.2 RATE CATEGORIES (Cont'd)

3.2.2 Transport Service (Cont'd)

For purposes of determining Transport Mileage measurement, distance will be measured from the wire center that normally serves the customer designated premises to the end office switch(es), which may be a Remote Switching Module(s).

Where transmission facilities permit, the individual transmission path between the Customer's designated premises and the first point of switching may at the option of the Customer be provided with the following optional features at no charge:

- Supervisory Signaling
- Customer Specified Entry Switch Receive Level
- Customer Specification of Local Transport Termination

3.2.3 Network Blocking Charge

The Customer will be notified by the Company to increase its capability (Busy Hour Minutes of Capacity or quantities of trunks) when excessive trunk group blocking occurs on groups carrying FGD traffic and the measured access minutes for that hour exceed the capacity purchased.

If the order for additional capacity has not been received by the Company within 15 days of the notification, the Company will bill the Customer, at the rate set forth in this Tariff, for each overflow in excess of ordered capacity.

3.2.4 Data Base Service

Data Base Services are provided using components of the Company's Common Channel Signaling, signaling System 7 (CCS/SS7) network, such as 800 Service and LNP Query Service.

ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)

3.2 RATE CATEGORIES (Cont'd)

3.2.5 Common Multiplexing

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

3.2.6 Common Trunk Port

The Common Trunk Port used by multiple customers provides for the termination of common transport trunks in common end office trunk ports in conjunction with tandem routed traffic. The Common Trunk Port rate is assessed on a usage sensitive basis on tandem routed switched access.

ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)

3.3 OBLIGATIONS OF THE COMPANY

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

3.3.1 Network Management

The Company will administer its network to provide acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or customer facilities, natural disasters, mass calling or national security demands.

ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)

3.3 OBLIGATIONS OF THE COMPANY, (Cont'd)

3.3.2 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)

3.3 OBLIGATIONS OF THE COMPANY (Cont'd)

3.3.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. The data does not include service performance data which is provided under other tariff sections, e.g., testing service results. If data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

3.3.4 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)

3.4 OBLIGATIONS OF THE CUSTOMER

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

3.4.1 Report Requirements

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

A. Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.9.7 preceding. Charges will be apportioned in accordance with those reports.

B. Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels

ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)

3.4 OBLIGATIONS OF THE CUSTOMER (Cont'd)

3.4.2 On and Off-Hook Supervision

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

3.4.3 Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)

3.5 RATE REGULATIONS

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

3.5.1 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)

3.5 RATE REGULATIONS, (Cont'd)

3.5.2 Cancellation of Access Service Order

A Customer may cancel an Access Order for the installation of service on any date prior to notification by the Company that service is available for the Customer's Use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or End User is unable to accept Access Service within 30 calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

A. Prior to Firm Order Confirmation Date

If an Access Order is canceled prior to the Firm Order Confirmation date, no charges will apply.

B. On or After Firm Order Confirmation Date

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a flat cancellation fee.

	<u>Minimum</u>	<u>Maximum</u>
Cancellation Fee	\$100.00	\$500.00

ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)

3.6 RATES AND CHARGES

Issued: November 4, 2011

Effective: December 4, 2011

By: Vice President, Tax
1375 Peachtree Street, Level A
Atlanta, Georgia 30309

ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)

3.7 PRESUBSCRIBED INTEREXCHANGE CARRIER CHARGE (PICC)

The Presubscribed Interexchange Carrier Charge (PICC) is a monthly charge imposed by the Company on IXCs for multi-line business, ISDN-PRI and T-1 Customers served by the Company who subscribe to the IXC's long distance service. For ISDN-PRI and T-1 Customers, the Company will assess five (5) PICC charges per circuit. An IXC selected by the Customer for both their interLATA and intraLATA long distance service will be subject to a single PICC per line. This charge will not be prorated for a partial month of service, is not subject to any discounting and does not contribute to any monthly minimums.

	Monthly Recurring Charge
Per multi-line business Customer subscribed line	\$4.31
Per ISDN-PRI or T-1 facility	\$21.55
Per Centrex line	\$0.47

ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)

3.8 SERVING CENTRAL OFFICE AND REMOTE SWITCHING LOCATIONS

The Company maintains Remote Switching Locations at various locations in its network to support connections between End Users and the Company's Central Offices. Mileage for transport between a Remote Switching Location and a Company Central Office is based on airline mileage. A listing of the Company's Central Office and Remote Switching Locations and their designated V&H coordinates is provided below:

Serving Switch			Remote Switching Location		
YNTWOHID5MD	5557	2354	BDMNOH75H04	5573	2347
			CNFDOH02H02	5581	2360
			LRTPOH75H05	5546	2360
			NILSOH65H05	5553	2379
			POLDOH75H01	5568	2339
			YNTWOH74H08	5557	2354
			YNTWOH78H07	5565	2350
			YNTWOH79H04	5562	2362
CLMBOHFQDS4	5973	2554	CLMBOH11HAK	5972	2554
			CLMBOH23H18	5966	2541
			CLMBOH25H09	5970	2549
			CLMBOH26H15	5960	2562
			CLMBOH27H22	5980	2563
			CLMBOH29H17	5968	2558
			CLMBOH44H09	5976	2549
			CLMBOH47H20	5952	2550
			CLMBOH86H26	5960	2530
			CNWIOH83H07	5978	2513
			DBLNOH89H37	5954	2585
			GVCYOH87H11	5995	2558
			HLRDOH87H14	5973	2585
			LNC SOH65H06	5984	2469
			UPAROH45H20	5962	2574
			UPAROH48H23	5970	2566
			WEVLOH88H26	5939	2560
			WOTNOH88H47	5949	2572

ACCESS SERVICES

SECTION 3 – SWITCHED ACCESS SERVICE (CONT'D.)

3.8 SERVING CENTRAL OFFICE AND REMOTE SWITCHING LOCATIONS (Cont'd)

Serving Switch			Remote Switching Location		
AKRNOHETDS0	5640	2472	AKRNOH25H30	5637	2472
			AKRNOH72H05	5644	2466
			AKRNOH78H07	5636	2462
			AKRNOH86H16	5636	2482
			BRTNOH74H06	5652	2476
			CVTPOH02H03	5654	2465
			CYFLOH92H16	5624	2474
			KENTOH67H09	5609	2458
			STOWOH68H04	5616	2470
			TLMDOH63H05	5627	2464
DYTNOHISDS0	6112	2704	CNTMOH43H15	6132	2686
			DYTNOH22H37	6112	2705
			DYTNOH23H11	6096	2701
			DYTNOH25H13	6110	2696
			DYTNOH27H13	6109	2712
			DYTNOH29H15	6121	2695
			DYTNOH89H12	6095	2717
			FRBNOH87H09	6086	2686
			MMBGOH86H10	6140	2701
			PIQUOH77H06	6043	2754
			SPFDOH32H12	6049	2666
			SPFDOH39H07	6036	2669
			XENIAOH37H07	6103	2657
			ZMMNOH42H10	6106	2681

ACCESS SERVICES

SECTION 4 – DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS

4.1 GENERAL

The various types of Carrier service offerings are described below. Carrier services are billed at predetermined monthly rates. Recurring charges are billed in advance of the month in which service is performed. In addition, the optional features and any extraordinary installation costs other than recurring and non-recurring charges may apply as described herein. Customers requesting these services may subscribe to services on a month-to-month basis, or for term discount plans of 1 to 5 years. Customers subscribing to a term discount plan may receive a discount on charges for these arrangements. Agreements for services in excess of 5 years will be negotiated on an ICB.

4.2 SERVICE CONFIGURATIONS

There are two types of service configurations over which Carrier's services are provided: point-to-point service and multipoint service.

4.2.1 Point-To-Point Service

Point-To-Point Service connects two Customer-designated premises, either on a directly connected basis, or through a hub where multiplexing functions are performed.

4.2.2 Multipoint Service

Multipoint Services connect three or more Customer designated premises through a Carrier hub. There is no limitation on the number of locations connected via multipoint service. However, when more than three points are provided in tandem, the quality of service may be degraded. Multipoint service may be provided where technically possible. If Carrier determines that the requested characteristics for a multipoint service are not compatible, the Customer will be advised and given the opportunity to change the order within 60 days.

ACCESS SERVICES

**SECTION 4 – DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS
(CONT'D.)**

4.3 CONTRACT RATES - SPECIAL PRICING ARRANGEMENTS-ICB

- 4.3.1 In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis, and will be filed with the PUCO for approval.
- 4.3.2 In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier's option.

ACCESS SERVICES

**SECTION 4 – DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS
(CONT'D.)**

4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS

The following service descriptions and technical specifications will apply to Carrier's services. When references to Bellcore Technical Publications on file with the F.C.C. are made for performance criteria, the criteria will be considered objectives for Carrier's performance. In no case should the reference to these Bellcore standards be construed as creating any warranties on the part of Carrier. Technical publications are available for review by the Customer upon request.

4.4.1 Voice Grade Service (DS-0)

A Voice Grade Facility is a channel which provides voice frequency transmission capability in the normal frequency range of 300 to 3000 HZ and may be terminated as analog two-wire or four-wire, or where facilities permit, as a four-wire in a digital format when used in conjunction with another Voice Grade Facility termination at the other end. Voice Grade Facilities are provided between Customer designated locations or between a Customer designated location and a Carrier's hub.

Transmission specifications are defined in Bellcore Technical Reference TR-TSY-000335, issue 2 and PUB 41004, Table 4, and those publications referenced therein for Voice Grade frequency (300-3000hertz Voice Grade Transmission).

ACCESS SERVICES

**SECTION 4 – DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS
(CONT'D.)**

4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd)

4.4.1 Voice Grade Service (DS-0) (Cont'd)

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

		Monthly Rate	Nonrecurring Charge
A.	Channel Termination (Per Termination)		
	(1) Two-Wire		
	- Minimum	\$ ICB	\$ ICB
	- Maximum	\$ ICB	\$ ICB
	(2) Four-Wire		
	- Minimum	\$ ICB	\$ ICB
	- Maximum	\$ ICB	\$ ICB
			<u>Per Mile</u>
B.	Channel Mileage		
	- Minimum		\$ ICB
	- Maximum		\$ ICB
			<u>Per Termination</u>
	- Channel Mileage Termination		
	- Minimum		\$ ICB
	- Maximum		\$ ICB

ACCESS SERVICES

**SECTION 4 – DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS
(CONT'D.)**

4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd)

4.4.2 Digital Data Service (DDS)

A Digital Data Channel is a channel for duplex four-wire transmission of synchronous serial data at rates of 2.4, 4.8, 9.6, 19.2, 56, or 64 Kbps. The actual bit rate is a function of the interface selected by the Customer. The channel provides synchronous service with timing provided by Carrier, through Carrier facilities to the Customer in the received bit stream. Digital Data channels are provided only between Customer designated locations and/or between Customer designated locations and a Carrier's hub. (T)

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

	Monthly		Nonrecurring	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
A. Channel Termination (Per Termination)				
- 2.4 kbps	\$ ICB	\$ ICB	\$ ICB	\$ ICB
- 4.8 kbps	\$ ICB	\$ ICB	\$ ICB	\$ ICB
- 9.6 kbps	\$ ICB	\$ ICB	\$ ICB	\$ ICB
- 19.2 kbps	\$ ICB	\$ ICB	\$ ICB	\$ ICB
- 56.0 kbps	\$ ICB	\$ ICB	\$ ICB	\$ ICB
- 64.0 kbps	\$ ICB	\$ ICB	\$ ICB	\$ ICB
 B. Channel Mileage Facility				
	Per Mile			
	<u>Min. Rate</u>	<u>Max. Rate</u>		
- 2.4 kbps	\$ ICB	\$ ICB		
- 4.8 kbps	\$ ICB	\$ ICB		
- 9.6 kbps	\$ ICB	\$ ICB		
- 19.2 kbps	\$ ICB	\$ ICB		
- 56.0 kbps	\$ ICB	\$ ICB		
- 64.0 kbps	\$ ICB	\$ ICB		

ACCESS SERVICES

**SECTION 4 – DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS
(CONT'D.)**

4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd)

4.4.2 Digital Data Service (DDS) (Cont'd)

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

C. Channel Mileage Termination
Per Termination

	Min. Rate	Max. Rate
- 2.4 kbps	\$ ICB	\$ ICB
- 4.8 kbps	\$ ICB	\$ ICB
- 9.6 kbps	\$ ICB	\$ ICB
- 56.0 kbps	\$ ICB	\$ ICB
- 64.0 kbps	\$ ICB	\$ ICB

4.4.3 DS-1 Service

DS-1 Service, or Digital Signal Level 1 Service, is a channel for the transmission of 1.5644 Mbps data. The actual bit rate and framing format is a function of the interface selected by the Customer. DS-1 Channels are provided between Customer designated locations and between Customer designated locations and a Carrier's hub. (T)

Technical standards are defined in Bellcore Technical Reference TR-NPL-000054, TR-TSY-000342, TR-TSY-000194, and PUB 62508, PUB 62411, PUB 62411A.

4.4.4 Type I Channels

Type I digital channels are provided where both endpoints of a channel are served by the Company's network.

ACCESS SERVICES

**SECTION 4 – DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS
(CONT'D.)**

4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd)

4.4.5 Type II Channels

Type II digital channels are provided where at least one endpoint of a channel is served by the network of an entity with whom the company's network is interconnected; such channels are provided via a combination of the Company's facilities and the facilities of the interconnected entity. Rates for the portions of the service provided over the company's facilities are based on the rates for the corresponding Type I Channel rates. Rates for the portion of the service provided over the facilities of the interconnected entity are based on the rates charged the Company by the interconnected entity. The Company may apply a service charge or mark-up to the rates charged the Company by the interconnected entity.

4.4.6 DS-3 Service

DS-3 Service, or Digital Signal Level 3 Service, is a channel for the transmission of 44.736 Mbps data. The actual bit rate and framing format is a function of the interface selected by the Customer. DS-3 Channels are provided between Customer designated locations and/or between Customer designated locations and a Carrier's hub. DS-3 service is provided with an electrical interface. As an option, this service may be provided to a Customer with an optical interface at the Customer's premises. Services with this option will terminate in Carrier's Optical Line Terminating Equipment (OLTE) located in Carrier's hub. The OLTE located at the Customer's premises is subject to the mutual agreement of the parties, and must be compatible with the OLTE located in Carrier's hub. The optical interface option is available only where facilities permit, and is offered on an Individual Case Basis (ICB)

(T)

Technical standards are defined in Bellcore Technical Reference TR-NPL-000054, TR-TSY-000342, TR-TSY-000194, and PUB 62508, PUB 62411, PUB 62411A.

ACCESS SERVICES

**SECTION 4 – DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS
(CONT'D.)**

4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd)

4.4.7 DS-3 Packaging

DS-3 services may be ordered in multiples as specified in the following. These services are offered in the same configuration as DS-3 service (i.e. either electrical or optical interface), and with the same technical specifications.

A. High Capacity Services

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

		Monthly Rate	Nonrecurring <u>Charge</u>
1.	Channel Termination (Per Termination)		
a.	DS1 1.544 Mbps		
	- Minimum Rate	\$ ICB	\$ ICB
	- Maximum Rate	\$ ICB	\$ ICB
b.	Capacity of 1 DS3 44.736 Mbps Interface		
	- Minimum Rate	\$ ICB	
	- Maximum Rate	\$ ICB	
	-per DS3 Channel Installed		
	- Minimum Rate	\$ ICB	\$ ICB
	- Maximum Rate	\$ ICB	\$ ICB
c.	Capacity of 3 DS3 44.736 Mbps Interface		
	- Minimum Rate	\$ ICB	
	- Maximum Rate	\$ ICB	
	per DS3 Channel Installed		
	- Minimum Rate	\$ ICB	\$ ICB
	- Maximum Rate	\$ ICB	\$ ICB

ACCESS SERVICES

**SECTION 4 – DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS
(CONT'D.)**

4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd)

4.4.7 DS-3 Packaging (Cont'd)

A. High Capacity Services (Cont'd)

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

1. Channel Termination (Cont'd)
(Per Termination)

	Monthly Rate	Nonrecurring Charge
d. Capacity of 6 DS3 44.736 Mbps Interface		
- Minimum Rate	\$ ICB	
- Maximum Rate	\$ ICB	
-per DS3 Channel Installed		
- Minimum Rate	\$ ICB	\$ ICB
- Maximum Rate	\$ ICB	\$ ICB
e. Capacity of 12 DS3 44.736 Mbps Interface		
- Minimum Rate	\$ ICB	
- Maximum Rate	\$ ICB	
-per DS3 Channel Installed		
-Minimum Rate	\$ ICB	\$ ICB
- Maximum Rate	\$ ICB	\$ ICB

Issued: November 4, 2011

Effective: December 4, 2011

By: Vice President, Tax
1375 Peachtree Street, Level A
Atlanta, Georgia 30309

ACCESS SERVICES

**SECTION 4 – DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS
(CONT'D.)**

4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd)

4.4.7 DS-3 Packaging (Cont'd)

A. High Capacity Services (Cont'd)

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

2. Channel Mileage

Monthly Rate	Minimum	Maximum
a. Channel Mileage Facility (Per Mile)		
- 64 kbps	\$ ICB	\$ ICB
- 1.544 Mbps	\$ ICB	\$ ICB
- 44.736 Mbps	\$ ICB	\$ ICB
b. Channel Mileage Termination (Per Termination)		
- 64 kbps	\$ ICB	\$ ICB
- 1.544 Mbps	\$ ICB	\$ ICB
- 44.736 Mbps	\$ ICB	\$ ICB

3. Term Discounts Percentages
DS1 and DS3 services

36 months	ICB %
60 months	ICB %

4.4.8 Fractional DS-1 Service

Fractional DS-1 service consists of 2 to 24 DS-0 or DDS channels between two Customer designated locations, utilizing DS-1 level facilities, and multiplexing arrangements.

Specific service offerings and rates will be defined by individual-case basis arrangements (ICB).

ACCESS SERVICES

**SECTION 4 – DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS
(CONT'D.)**

4.4 SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd)

4.4.9 Multiplexing Services

Multiplexing is provided in the following configurations:

M13 Multiplexing (ICB)

An arrangement that converts a 44.736 Mbps channel into 28 DS-1 channels using digital time division multiplexing.

DS-1 to DS-0 Multiplexing

An arrangement that converts a 1.544 Mbps channel into 24 channels for use with Voice Grade Facilities or DDS.

Monthly Rate

Multiplexing, per arrangement	Minimum	Maximum
DS3 to DS1		
DS1 to Voice	\$ ICB	\$ICB
DS1 to DS0	\$ ICB	\$ICB
DS0 to Subrates		
- up to 20 2.4 kpbs services	\$ ICB	\$ICB
- up to 10 4.8 kpbs services	\$ ICB	\$ICB
- up to 5 9.6 kpbs services	\$ ICB	\$ICB

4.4.10 Customer Provided Equipment

Customer provided terminating equipment such as CSUs, multiplexers, and other terminating equipment may, at the Customer's request, be provided by the Customer, at the Customer's expense. Carrier makes no guarantees or warranties as to the performance of Customer provided equipment.

ACCESS SERVICES

**SECTION 4 – DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS
(CONT'D.)**

4.5 RATE CATEGORIES

There are seven rate categories that may apply to Carrier's Services.

4.5.1 Channel Terminations (CT) / Local Distribution Channel (LDC)

The Channel Termination Rate Category provides for the communications path between a Customer designated premises, and another Customer designated premises. Included as part of the Channel Termination is a standard interface arrangement which defines the technical characteristics associated with the type of facilities to which the Carrier's service is to be connected, and the type of signaling capability (if any). One channel Termination charge applies per Customer designated premises at which the service is terminated. (T)

4.5.2 Channel Mileage Termination (CMT) - Fixed

This rate element applies per termination whenever there is mileage associated with the channel; a channel has mileage associated with it when the endpoints are located in geographic areas normally served out of separate Telephone Company end offices. Different charges may apply depending on whether the connection is a Type I (on-Net) or Type II (off-net) connection.

4.5.3 Channel Mileage (CM) - Per Mile

This rate element applies whenever there is mileage associated with the channel. The unit rate is multiplied by the number of miles (Interoffice Mileage) between the two Telephone end offices which normally serve the geographic areas in which the endpoints of the channel are located. Interoffice Mileage is determined according to the V&H coordinates method set forth in Section 4.6.4. Fractions of a mile are rounded up to the next whole mile before rates are applied. Different charges may apply depending on whether the connection is a Type I (on-Net) or Type II (off-net) connection.

ACCESS SERVICES

**SECTION 4 – DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS
(CONT'D.)**

4.5 RATE CATEGORIES (Cont'd)

4.5.4 Optional Features and Functions

The Optional Features and Functions Rate Category provides for optional services which may be added to a Carrier's service to improve its quality or characteristics to meet specific communications requirements. These services are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics which may be obtained. These characteristics may be derived using various combinations of equipment.

4.5.5 Extraordinary Charges

From time to time, customers may request special services not addressed specifically by rate elements in this tariff, or services to locations that may cause Carrier to incur extraordinary expenses not contemplated in the provision of standard service offerings. These costs include, but are not limited to:

- Additional construction costs
- Building space rental or rights-of-way costs
- Additional equipment
- Special facilities routing

In these cases, the Customer will be billed additional charges computed on an ICB. Special services not addressed in this tariff shall be approved by the F.C.C. prior to the provision of such service.

ACCESS SERVICES

**SECTION 4 – DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS
(CONT'D.)**

4.5 RATE CATEGORIES (Cont'd)

4.5.6 Volume Discounts

Discounts for specified dollar volumes of traffic to a specific location or aggregate dollar volumes may apply, as specified in this tariff, to customers that subscribe to substantial volumes of Carrier's services.

4.5.7 Term Discounts

Customers will be eligible for discounts for executing agreements for services for 1 to 5 years, as specified in this tariff.

4.6 APPLICATION OF RATE ELEMENTS

The rate elements described in F1 of this tariff will be applied as follows:

4.6.1 Point-To-Point Services

- Channel Terminations (when applicable)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

4.6.2 Multipoint Services

- Channel Terminations (one per designated Customer location)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

ACCESS SERVICES

**SECTION 4 – DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS
(CONT'D.)**

4.7 REGULATIONS AND COMPUTATIONS OF MILEAGE

4.7.1 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

4.7.2 All times refer to local time.

4.7.3 All inter-city services are rated according to the mileage between the Carrier's Point of Presence in each city.

4.7.4 Airline mileage, used in connection with determining rates for intercity portions of services and facilities, is obtained by using the "V" and "H" coordinates assigned to each point as set forth in (e) below. This procedure is referenced in the AT&T Tariff FCC No. 10. To determine the airlines distance between any two locations, proceed as follows:

- A. Utilize the "V" and "H" coordinates for each Customer designated location.
- B. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
- C. Square each difference obtained in step (ii) above.
- D. Add the square of the "V" difference and the "H" difference obtained in step (iii) above.

ACCESS SERVICES

**SECTION 4 – DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS
(CONT'D.)**

4.7 REGULATIONS AND COMPUTATIONS OF MILEAGE (Cont'd)

4.7.4 (Cont'd)

- E. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.
- F. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
- G. Formula =
$$\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

ACCESS SERVICES

**SECTION 4 – DEDICATED SERVICES DESCRIPTIONS AND TECHNICAL STANDARDS
(CONT'D.)**

4.8 BACK BILLING

Carrier shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered, assuming that the customer was aware of the unbilled services during the period the services were unbilled, for a period of one year after the service was rendered.

4.9 TAXES

4.9.1 Sales, Use and Excise Taxes

In addition to all recurring, non-recurring, usage or special charges, Customer shall also be responsible for and shall pay all applicable federal, state and local sales, use and excise taxes.

4.10 TEMPORARY PROMOTIONAL PROGRAMS

The Carrier may establish temporary promotional programs, wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously received by the Customer. 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 charge, other than a non-recurring charge, shall be limited to 90 days on a per customer basis.

ACCESS SERVICES

SECTION 5 – END USER ACCESS SERVICE (CARRIER COMMON LINE)

5.1 GENERAL

The Company will provide End User Access Service to Customers in conjunction with Switched Access Service provided in Section 3 of this tariff. End User Access provides for the use of End Users' Company-provided common lines by Customers for access to such End Users to furnish Intrastate Communications.

5.2 LIMITATIONS

No telephone number or detailed billing will be provided with End User Access. Directory listings and intercept arrangements are not included in the rates and charges for End User Line Access.

5.3 APPLICATION OF INTRASTATE CHARGES

Intrastate rates apply only to that portion of End User Access Service provided for intrastate usage. Jurisdictional reporting is required as described in Section 2.10.7 of this tariff.

ACCESS SERVICES

SECTION 6 –SPECIAL ARRANGEMENTS

6.1 SPECIAL CONSTRUCTION

6.1.1 Basis for Charges

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

- A. nonrecurring charges;
- B. recurring charges;
- C. termination liabilities; or
- D. combinations of (A), (B), and (C).

ACCESS SERVICES

SECTION 6 –SPECIAL ARRANGEMENTS (CONT’D.)

6.1 SPECIAL CONSTRUCTION (Cont’d)

6.1.2 Termination Liability

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

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - 1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a. equipment and materials provided or used;
 - b. engineering, labor, and supervision;
 - c. transportation; and
 - d. rights of way and/or any required easements;
 - 2. license preparation, processing, and related fees;
 - 3. tariff preparation, processing and related fees;
 - 4. cost of removal and restoration, where appropriate; and
 - 5. any other identifiable costs related to the specially constructed or rearranged facilities.

ACCESS SERVICES

SECTION 6 –SPECIAL ARRANGEMENTS (CONT'D.)

6.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and 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.

Issued: November 4, 2011

Effective: December 4, 2011

By: Vice President, Tax
1375 Peachtree Street, Level A
Atlanta, Georgia 30309

ACCESS SERVICES

SECTION 7 –RESERVED FOR FUTURE USE

Issued: November 4, 2011

Effective: December 4, 2011

By: Vice President, Tax
1375 Peachtree Street, Level A
Atlanta, Georgia 30309

ACCESS SERVICES

SECTION 8 –BILLING AND COLLECTION

8.1 GENERAL

The Company will provide the following services:

- Recording Service
- Automatic Number Identification (ANI)
- Billing Name and Address (BNA)
- Chargeable Optional Features
- 800 Database Access Service

ACCESS SERVICES

SECTION 8 –BILLING AND COLLECTION (CONT'D.)

8.2 RECORDING SERVICE

Recording is the entering on magnetic tape or other acceptable media the details of customer messages originated through switched access service. Recording is provided 24 hours a day, 7 days a week.

The company will provide recording service in association with the offering of Feature Groups B for 900 Access Service, C, and D Switched Access Service for customer messages that can be recorded by company-provided automatic message accounting equipment. In addition, where the company records the customer messages on manual tickets, the company will provide recording service for the manual tickets and at offices where the company provides Feature Group A switched access service and has the ability to record the Feature Group A call detail with automatic message accounting equipment and mark the recorded call detail as Feature Group A call detail for a specific customer, the company will provide the recording service for Feature Group A switched access service. At the request of the customer, recording service will be provided for Feature Group D switched access service on an end office and type of call basis. Type of call means message telecommunications service (MTS) including 700 and 900 service, calls originating and/or terminating over a WATS access line, and station message detail recording for MTS and calls originating from a WATS access line.

The company will provide recording service in its operating territory. The minimum territory for which the company will provide recording service is all the appropriately equipped offices in a state operating territory for which the customer has ordered Feature Group A, B for 900 service, C, or D switched access service. A state operating territory of a particular telephone company includes all its LATAs or market areas which are located in the same state including the areas in contiguous states which are assigned to such LATAs or market areas and served by the same company.

ACCESS SERVICES

SECTION 8 –BILLING AND COLLECTION (CONT'D.)

8.2 RECORDING SERVICE (Cont'd)

For Feature Group B or 900 Access Service, C, and D Switched Access Service, the term “customer message” used herein denotes an intrastate call originated by a customer’s end user. Station message detail recording is an optional feature which provides a record of customer messages originated by MTS and WATS access lines. Such detail will be provided as part of Feature Group D end office and type of call recording service when requested by the customer. For Feature Group A switched access service, the term “customer message” used herein denotes a call over an intrastate Feature Group A switched access service. A call includes both calls originated to and terminated from a Feature Group A switched access service. The beginning and ending of a customer message are determined pursuant to the written instructions of the customer.

ACCESS SERVICES

SECTION 8 –BILLING AND COLLECTION (CONT'D.)

8.2 RECORDING SERVICE (Cont'd)

8.2.1 Undertaking of the Company

- A. The company will record all customer messages carried over Feature Group B for 900 access service, C, and D switched access service that are available to company-provided recording equipment or operators. The company will record all customer messages carried over a Feature Group A switched access service. Unavailable customer service messages (i.e. certain Feature Group C operator and TOPS messages which are not accessible by company-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by the company.
- B. A standard format for the provision of the recorded customer message detail will be established by the company and provided to the customer. If, in the course of company business, it is necessary to change the format, the company will notify the involved customers six months prior to the change.

Assembly and editing, provision of customer detail, data transmission to a customer location, special orders for recording and program development will be provided to the customer on a contractual basis.

- C. Recorded customer message detail which is used at the request of the customer to provide message processing and message bill processing service is not retained by the company for longer than 45 days. The rates for unbilled message detail and the billed message detail is retained for reference in place of the recorded customer message detail. For recorded customer message detail not used by message processing service at the customer's request, the company will make every reasonable effort to recover recorded customer message detail previously made available to the customer and make it available again for the customer. The charges as set forth in the rate schedule, following, will apply for all such detail provided. Such a request must be made within thirty (30) days from the date the details were initially made available to the customer.

ACCESS SERVICES

SECTION 8 –BILLING AND COLLECTION (CONT'D.)

8.2 RECORDING SERVICE (Cont'd)

8.2.2 Liability of the Company

Notwithstanding 8.2.1 preceding, the company's liability for recording service is as follows:

Unless there is an expressed written agreement to the contrary, in the absence of gross negligence or willful misconduct, no liability for damages to the customer or other person or entity other than as set forth in (A) and (B) preceding shall attach to the company for its action or the conduct of its employees in providing recording service.

8.2.3 Obligations of the Customer

The customer shall order recording service under a special order.

The customer shall order recording service at least one month prior to the date when the customer message detail is to be recorded, unless customer's request requires that recording service be provided by end office and type of call, then the ordering interval will be determined on an individual case basis.

The customer shall order recording service for Feature Group D switched access by end office and type of call in accordance with the terms and conditions established on an individual case basis special order.

ACCESS SERVICES

SECTION 8 –BILLING AND COLLECTION (CONT'D.)

8.2 RECORDING SERVICE (Cont'd)

8.2.4 Payment Arrangements and Audit Provision

A. Notice and Scope

1. Upon forty-five (45) days' prior written notice by the customer to the company (or such shorter period as the parties may mutually agree upon), the customer or its authorized representative shall have the right to commence an audit during normal business hours and at intervals of no more than one audit in any six month period. The audit will be limited to all such records and accounts as may, under recognized accounting practices, contain information bearing upon amounts subject to being billed to the customer's end users by the company as part of its provision of billing and collection services and the changes to the customer for other services provided by the company pursuant to this tariff.
2. The written notice of audit shall identify the date upon which it is to commence, the location, the customer's representatives, the subject matter of the audit, and the materials to be reviewed.
3. The written notice of audit shall be directed to the company's representative at the address stipulated by such representative.
4. The company may, within thirty (30) days of receipt of the customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for good cause. The company shall also indicate the new date for commencement of said audit.
5. Upon completion of the audit, the customer's auditors are to provide an oral report of their findings to the company prior to their departure, followed by a letter within thirty (30) days confirming findings.

ACCESS SERVICES

SECTION 8 –BILLING AND COLLECTION (CONT'D.)

8.2 RECORDING SERVICE (Cont'd)

8.2.4 Payment Arrangements and Audit Provision (Cont'd)

B. Payment of Expense

Each party shall bear its own expenses in connection with the conduct of an audit. Special data extractions required by the customer for its representative to conduct the audit will be paid for by the customer. "Special data extraction" for auditing purposes shall mean programming, clerical and computer time required to create an output record (from existing data files) that cannot normally be created from current software programs in the production program library.

ACCESS SERVICES

SECTION 8 –BILLING AND COLLECTION (CONT'D.)

8.2 RECORDING SERVICE (Cont'd)

8.2.4 Payment Arrangements and Audit Provision (Cont'd)

C. Requests for Examinations

1. In addition to audits, the customer, or its representatives, may request, from time to time, the opportunity to conduct an examination, as defined in (ii) following. The company will make reasonable efforts to accommodate requests for examination and to cooperate in the conduct of an examination.
2. An “examination” shall, for purposes of this section, constitute a reasonable inquiry on a single issue or a specific topic related to billing and collection service for a stated reason.
3. Upon concurrence by both parties that errors or omissions exist, adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit.

D. Audit Provision

All information received or reviewed by the customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purposes.

E. Minimum Period and Minimum Monthly Charges

The minimum period for which recording service without sorting is provided and for which charges apply is one month.

ACCESS SERVICES

SECTION 8 –BILLING AND COLLECTION (CONT'D.)

8.2 RECORDING SERVICE (Cont'd)

8.2.4 Payment Arrangements and Audit Provision (Cont'd)

F. Cancellation of a Special Order

A customer may cancel a special order for recording service on any date prior to the service date. The cancellation date is the date the company receives written or verbal notice from the customer that the special order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. The service date for recording service is the date the customer requests the recordings to start. When a customer cancels a special order for recording service after the order date but prior to the start of service, a special order charge and the minimum monthly charges will apply.

G. Changes to Special Orders

When a customer requests material changes to a pending special order for recording service, the pending special order will be canceled and the requested changes will be undertaken if they can be accommodated by the company under a new special order. All cancellation charges as set forth in (C) preceding will apply for the canceled special order.

8.2.5 Rate Regulations

The special order charge applies for each special order accepted by the company for recording service or for a subsequently requested change.

ACCESS SERVICES

SECTION 8 –BILLING AND COLLECTION (CONT'D.)

8.3 AUTOMATIC NUMBER IDENTIFICATION

ANI provided the automatic transmission of a seven or ten digit number and information digits to the customer's premises for calls originating in the LATA, to identify the calling telephone number. The ANI feature is an end office software function which is associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an end office and an access tandem, and a trunk group between an access tandem and a customer's premises.

8.3.1 Rate Regulations

When ANI is delivered (with Feature Group D originating) and the customer is charged the recording rate as set forth in the rate schedule, following, the ANI rate does not apply. If the customer is not charged the recording rate, the ANI rate as set forth in the rate schedule will apply for each ANI record delivered to the customer.

8.3.2 Rates & Charges

	<u>Minimum</u>	<u>Maximum</u>
ANI, Per Originating Attempt	\$0.0025	\$0.02500

ACCESS SERVICES

SECTION 8 –BILLING AND COLLECTION (CONT'D.)

8.4 BILLING NAME AND ADDRESS SERVICE

Billing Name and Address (BNA) service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the company.

BNA service is provided for the sole purpose of permitting the customer to bill its telephonic communications services to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The customer may not use BNA information to bill for merchandise, gift certificates, catalogs, or other services or products.

BNA services is provided on both a manual and a mechanized basis. On a manual basis, the information will be provided by voice telecommunications or by mail, as appropriate. On a mechanized basis, the information will be entered on magnetic tape containing recorded customer messages.

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the company's database. In addition, BNA information for messages originated from data terminal numbers (DTNs) of data communications services is furnished on a manual basis only.

ACCESS SERVICES

SECTION 8 –BILLING AND COLLECTION (CONT'D.)

8.4 BILLING NAME AND ADDRESS SERVICE (Cont'd)

8.4.1 Undertaking of the Company

- A. A request for information on over 100 and up to 500 telephone numbers should be mailed to the company. The company will provide the response by first class U.S. Mail within ten (10) business days.
- B. Upon receipt of a magnetic tape of recorded customer messages, the company will, at the request of the customer, provide BNA service on a mechanized basis. The tape of messages may be provided by the customer or, where the customer subscribes to recording service as set forth in 8.2 preceding, may be the output from that service. The company will enter the BNA information on the recorded message tape and send the tape to the customer by first class U.S. Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.

The company will provide a response to customer-provided tapes by mail within six (6) business days of receipt. The company will process and mail tapes which are the output of recording service every fifth business day.

- C. The company will specify the format in which requests and tapes are to be submitted.
- D. The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the company customer records information system, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the company will provide an indicator on the confidential records.
- E. The company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

ACCESS SERVICES

SECTION 8 –BILLING AND COLLECTION (CONT'D.)

8.4 BILLING NAME AND ADDRESS SERVICE (Cont'd)

8.4.2 Obligations of the Customer

- A. With each order for BNA service, the customer shall identify the authorized individual and address to receive the BNA information.
- B. A customer which orders BNA service on a mechanized basis and which intends to submit tapes of record messages for processing must provide the company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.
- C. The customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those customer personnel or agents with a need to know the information. The customer must handle all billing name and address information designated as confidential by the company in accordance with the company's procedures concerning confidential information. The company will provide to the customer a statement of its procedures concerning confidential information.
- D. The customer shall not publicize or represent to others that the company jointly participates with the customer in the development of the customer's end user records, accounts, databases or market data, records, files and databases or other systems it assembles through the use of BNA service.

ACCESS SERVICES

SECTION 8 –BILLING AND COLLECTION (CONT'D.)

8.4 BILLING NAME AND ADDRESS SERVICE (Cont'd)

8.4.2 Obligations of the Customer (Cont'd)

- E. When the customer orders BNA service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the company. The company will designate the number obtained by subtracting the projected interstate percentage from 100 (100-projected interstate percentage = intrastate percentage) as the projected intrastate percentage. This whole number percentage will be used by the company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth below.

ACCESS SERVICES

SECTION 8 –BILLING AND COLLECTION (CONT'D.)

8.4 BILLING NAME AND ADDRESS SERVICE (Cont'd)

8.4.2 Obligations of the Customer (Cont'd)

E. (Cont'd)

Effective on the first of January, April, July, and October of each year the customer may update the jurisdictional report. The customer shall forward to the company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June, and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e. February, May, August, and November). No prorating or backbilling will be done based on the report. If the customer does not supply the report, the company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the company will assume the percentages to be the same as those provided in the order for service.

F. The company shall use reasonable efforts to provide accurate and complete lists. The company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

ACCESS SERVICES

SECTION 8 –BILLING AND COLLECTION (CONT'D.)

8.4 BILLING NAME AND ADDRESS SERVICE (Cont'd)

8.4.3 Rate Regulations

- A. Service Establishment Charges apply for the initial establishment of BNA service on a manual basis, for the initial establishment of BNA service on a mechanized basis and for establishment of a master BNA list for a customer.
- B. A charge applies for each request for BNA information for a telephone number or DTN number on a manual basis. A charge applies for each message processed to supply BNA information on a mechanized basis.

The company will keep a count of the requests and of the messages processed. The company will bill the customer in accordance with these counts whether or not the company was able to provide BNA information for all request and messages.

- C. Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in the rate schedule following will apply to each such message.

Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the company between interstate and intrastate.

The percentages provided in the reports as set forth in 8.4.2(E) preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (i.e., requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use times the stated tariff rate.

- D. When a customer cancels an order for BNA service after the order date, the service establishment charge applies.

- E. Rates and Charges

	<u>Minimum</u>	<u>Maximum</u>
Service Establishment Charge, Nonrecurring	\$50.00	\$250.00

ACCESS SERVICES

SECTION 8 –BILLING AND COLLECTION (CONT'D.)

8.5 MEET POINT BILLING

In cases where the Customer chooses to originate and terminate its switched traffic with the Company via the use of another Local Exchange Carrier's (LEC) tandem facilities (tandem connection), Meet Point Billing (MPB) will apply. Both the Company and the other LEC will issue bills to the Customer for services rendered.

With tandem connection, both the Company and the other LEC will prepare its own bill and bill charges in accordance with its own tariff, unless other arrangements are made that are mutually agreeable to both the Company and the Customer. Mileage sensitive charges will be proportionately billed in accordance with industry standards.

8.6 CHARGEABLE OPTIONAL FEATURES

800 Database Access Service is provided to all customers in conjunction with switched access service. When a 1+800+NXX-XXXX call is originated by an end user, the Company will utilize the SS7 network to query an 800 database to identify the Customer to whom the call will be delivered, and to provide vertical features based on the dialed digits. The call will then be routed to the identified Customer over switched access.

A Basic or Vertical Feature Query charge is assessed for each query launched to the 800 database. The Basic Query provides for the identification of the customer to whom the call will be delivered and includes area of service routing which allows routing of 800 calls by telephone companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates. The Vertical Feature Query provides the same customer identification function in addition to vertical features which may include: (1) call validation, ensuring that call originates from subscribed service areas; (2) POTS translation of 800 numbers; (3) alternate POTS translation, which allows subscribers to vary the routing of 800 calls based on factors such as time of day, place of origin of the call, etc.; (4) multiple carrier routing, which allows subscribers to route to different carriers based on factors similar to those in (3).

ACCESS SERVICES

SECTION 9 – DESCRIPTION AND APPLICATION OF RATES AND CHARGES

9.1 USAGE RATES

Usage rates for switched access service are rates that apply: (1) on a per access minute basis when Direct Access; (2) on a per call blocked basis beyond the blocking threshold for Network Blocking; (3) on a per query basis for 800 Database Queries. All charges are accumulated on a monthly basis. Rates for these services are found in the Rate Attachment.

9.2 MONTHLY RATES

Monthly rates are flat recurring rates that apply each month or fraction thereof that a chargeable optional feature of basic service element is provided. For billing and prorating purposes, each month is considered to have 30 days.

9.3 NONRECURRING CHARGES

Nonrecurring charges are one-time charges that apply for specific work activity. The types of non-recurring charges are as follows:

9.3.1 Access Order Charge

The Access Order Charge applies to all Customer requests for new switched access service, and for additions, changes, or rearrangements to existing service. It is applied on a per order basis to each order received by the Company, and is in addition to any other applicable charges as set forth in this and other sections of this tariff.

The Access Order Charge does not apply:

- to administrative changes as set forth in 10.3.2 below;
- when a change in a pending order does not result in the cancellation of the pending order and the issuance of a new order;
- when a Company initiated network reconfiguration requires a Customer's existing access service to be reconfigured.

ACCESS SERVICES

SECTION 9 – DESCRIPTION AND APPLICATION OF RATES AND CHARGES (CONT'D.)

9.3 NONRECURRING CHARGES (Cont'd)

9.3.2 Installation of Service

Non-recurring charges apply to each Direct Access service installed. This charge applies only when the capacity ordered requires the installation or activation of an additional trunk(s) which is uniquely identified for the sole use of the ordering Customer.

9.3.3 Service Rearrangements

All changes to existing services other than changes involving administrative activities will be treated as the discontinuance of the existing service and an installation of a new service. Installation charges as described in 9.3.2. above apply. Changes and additions to existing services which are necessary due to Company initiated network reconfigurations will be made without charge to the Customer.

Administrative changes include the following:

- change of Customer name;
- change of Customer or Customer's end user premises address when the change of address is not the
- result of a physical relocation of equipment;
- change in billing data (name, address, contract name or telephone number);
- change of agency authorization;
- change of customer circuit identification;
- change of billing account number;
- change of Customer test line number;
- change of Customer or Customer's end user contact name or telephone number;
- change of jurisdiction

ACCESS SERVICES

SECTION 10 – RATE SCHEDULE

10.1 SWITCHED ACCESS

	<u>Rate</u>
Local Switching, per minute	\$0.003116
Interconnection, per minute All Time Periods	\$0.00000
Local Transport Termination, per minute	\$0.000105
Transport Facility, per minute, per mile	\$0.000014

Issued: November 4, 2011

Effective: December 4, 2011

By: Vice President, Tax
1375 Peachtree Street, Level A
Atlanta, Georgia 30309

ACCESS SERVICES

SECTION 10 – RATE SCHEDULE (CONT'D.)

10.1	SWITCHED ACCESS (Cont'd.)		
		Rate	(T)
	Tandem Switching, per access minute	\$0.001120	(R)
	Common Multiplexing, per access minute	\$0.000018	
	Common Trunk Port, per access minute	\$0.000371	

Issued: May 1, 2013

Effective: July 1, 2013

By: Vice President, Tax
1375 Peachtree Street, Level A
Atlanta, Georgia 30309

ACCESS SERVICES

SECTION 10 – RATE SCHEDULE (CONT'D.)

10.1	SWITCHED ACCESS (Cont'd)	
		<u>Rate</u>
	800 Database Access Service	
	800 Call-Routing Query Charge	\$.002304 -per query
	800 Carrier-ID-Only Charge Additional Functions	\$.001108 per query
	800 Routing Options Charge	\$.000199 per query using options
	ANI per originating attempt	\$.0003
	Billing Name and Address Service	
	Service Establishment Charge (non-recurring)	\$150.00
	Request, per telephone number	\$ 0.25
	Access Order Charge, (non-recurring)	\$105.00
	Installation Charge (non-recurring)	\$ 12.00
	Network Blocking (per call blocked)	\$.001088

Issued: November 4, 2011

Effective: December 4, 2011

By: Vice President, Tax
1375 Peachtree Street, Level A
Atlanta, Georgia 30309

ACCESS SERVICES

SECTION 10 – RATE SCHEDULE (CONT'D.)

10.2 DEDICATED ACCESS

Voice Grade Service (DS-0)

	Monthly Rate	Nonrecurring Charge
A. Channel Termination (Per Termination)		
1. Two-Wire		
- Minimum	\$ ICB	\$ ICB
- Maximum	\$ ICB	\$ ICB
2. Four-Wire		
- Minimum	\$ ICB	\$ ICB
- Maximum	\$ ICB	\$ ICB
B. Channel Mileage	<u>Per Mile</u>	
- Minimum	\$ ICB	
- Maximum	\$ ICB	
	<u>Per Termination</u>	
- Channel Mileage Termination	\$ ICB	

Issued: November 4, 2011

Effective: December 4, 2011

By: Vice President, Tax
1375 Peachtree Street, Level A
Atlanta, Georgia 30309

ACCESS SERVICES

SECTION 10 – RATE SCHEDULE (CONT'D.)

10.2 DEDICATED ACCESS (Cont'd.)

Digital Data Service (DDS)

A. Channel Termination
(Per Termination)

Monthly	Nonrecurring
\$ ICB	\$ ICB
\$ ICB	\$ ICB
\$ ICB	
\$ ICB	\$ ICB
\$ ICB	\$ ICB
\$ ICB	\$ ICB

B. Channel Mileage Facility

Per Mile
\$ ICB

ACCESS SERVICES

SECTION 10 – RATE SCHEDULE (CONT'D.)

10.2 DEDICATED ACCESS (Cont'd.)

Digital Data Service (DDS) (Cont'd.)

C.	Channel Mileage Termination	Per Termination
	- 2.4 kbps	\$ ICB
	- 4.8 kbps	\$ ICB
	- 9.6 kbps	\$ ICB
	- 56.0 kbps	\$ ICB
	- 64.0 kbps	\$ ICB

ACCESS SERVICES

SECTION 10 – RATE SCHEDULE (CONT'D.)

10.2 DEDICATED ACCESS (Cont'd.)

DS-3 Packaging

A. High Capacity Services

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
1. Channel Termination (Per Termination)		
a. DS1 1.544 Mbps		
- Minimum Rate	\$ ICB	\$ ICB
- Maximum Rate	\$ ICB	\$ ICB
b. Capacity of 1 DS3 44.736 Mbps Interface		
- Minimum Rate	\$ ICB	
- Maximum Rate	\$ ICB	
-per DS3 Channel Installed		
- Minimum Rate	\$ ICB	\$ ICB
- Maximum Rate	\$ ICB	\$ ICB
c. Capacity of 3 DS3 44.736 Mbps Interface		
- Minimum Rate	\$ ICB	
- Maximum Rate	\$ ICB	
- per DS3 Channel Installed		
- Minimum Rate	\$ ICB	\$ ICB
- Maximum Rate	\$ ICB	\$ ICB

Issued: November 4, 2011

Effective: December 4, 2011

By: Vice President, Tax
1375 Peachtree Street, Level A
Atlanta, Georgia 30309

ACCESS SERVICES

SECTION 10 – RATE SCHEDULE (CONT'D.)

10.2 DEDICATED ACCESS (Cont'd.)

DS-3 Packaging (Cont'd.)

A. High Capacity Services (Cont'd.)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
1. Channel Termination (Per Termination)		
d. Capacity of 6 DS3 44.736 Mbps Interface		
- Minimum Rate	\$ ICB	
- Maximum Rate	\$ ICB	
-per DS3 Channel Installed		
- Minimum Rate	\$ ICB	\$ ICB
- Maximum Rate	\$ ICB	\$ ICB
e. Capacity of 12 DS3 44.736 Mbps Interface		
- Minimum Rate	\$ ICB	
- Maximum Rate	\$ ICB	
-per DS3 Channel Installed		
- Minimum Rate	\$ ICB	\$ ICB
- Maximum Rate	\$ ICB	\$ ICB

Issued: November 4, 2011

Effective: December 4, 2011

By: Vice President, Tax
1375 Peachtree Street, Level A
Atlanta, Georgia 30309

ACCESS SERVICES

SECTION 10 – RATE SCHEDULE (CONT'D.)

10.2 DEDICATED ACCESS (Cont'd.)

DS-3 Packaging (Cont'd.)

A. High Capacity Services (Cont'd.)

2. Channel Mileage

Monthly Rate

a. Channel Mileage Facility
(Per Mile)

- 64 kbps	\$ ICB
- 1.544 Mbps	\$ ICB
- 44.736 Mbps	\$ ICB

b. Channel Mileage Termination
(Per Termination)

- 64 kbps	\$ ICB
- 1.544 Mbps	\$ ICB
- 44.736 Mbps	\$ ICB

3. Term Discounts Percentages

DS1 and DS3 services

36 months	ICB %
60 months	ICB %

ACCESS SERVICES

SECTION 10 – RATE SCHEDULE (CONT'D.)

10.2 DEDICATED SERVICES (Cont'd.)

Multiplexing Services

Multiplexing, per arrangement	Monthly Rate
DS3 to DS1	
DS1 to Voice	\$ ICB
DS1 to DS0	\$ ICB
DS0 to Subrates	
- up to 20 2.4 kpbs services	\$ ICB
- up to 10 4.8 kpbs services	\$ ICB
- up to 5 9.6 kpbs services	\$ ICB

10.3 MISCELLANEOUS CHARGES

Issued: November 4, 2011

Effective: December 4, 2011

By: Vice President, Tax
1375 Peachtree Street, Level A
Atlanta, Georgia 30309

ACCESS SERVICES

SECTION 11 – NOTICES TO COMPANY

11.1 NOTICES

Notices provided to the Company by the Customer shall be in writing and shall be (a) delivered personally, (b) delivered by nationally recognized express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested, or (d) delivered by facsimile; provided that a confirmation copy is sent by the method described in (a), (b), or (c) of this Section 11.1, to the following addresses of the Company:

To:

Choice One Communications Inc. d/b/a EarthLink Business
Attn: Director – Regulatory Compliance
2610 Horizon Drive, Suite B
Grand Rapids, Michigan 49546
Facsimile: 616-988-0466

With a copy to:

Choice One Communications Inc. d/b/a EarthLink Business
Attn: Vice President, Tax
1375 Peachtree Street, Level A
Atlanta, Georgia 30309

And to such other address as the Company shall designate by proper notice.

ACCESS SERVICES

SECTION 12 – TOLL VOIP-PSTN TRAFFIC

12.1 Identification and Rating of Toll VoIP-PSTN Traffic

12.1.1 Scope - This section governs the identification of Toll VoIP-PSTN Traffic that is required to be compensated at interstate access rates (unless the parties have agreed otherwise) by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011), as Amended or Revised ("FCC Order"). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Toll VoIP-PSTN Traffic") from the Customer's traditional intrastate access traffic, so that such Toll VoIP-PSTN Traffic can be billed in accordance with the FCC Order.

(T)
(T)

This section of the tariff does not preclude carriers from negotiating different rates, terms and conditions governing compensation for Toll VoIP-PSTN Traffic. It does not supersede rates, terms and conditions governing compensation for Toll VoIP-PSTN traffic in existing interconnection agreements. The rates, term and conditions governing compensation for toll VoIP-PSTN traffic in this tariff applies prospectively.

12.1.2 Rating of Toll VoIP-PSTN Traffic - The Toll VoIP-PSTN Traffic identified in accordance with this Section will be billed at rates equal to those tariffed for the Company's interstate switched access services as described in Section 3 of the Company's FCC access services tariff. Consistent with the FCC Order, charges are assessed by the Company for services provided by the Company and/or by any of its VoIP Provider Partner(s).

Issued: August 31, 2012

Effective: October 1, 2012

By: Vice President, Tax
1375 Peachtree Street, Level A
Atlanta, Georgia 30309

ACCESS SERVICES

SECTION 12 – TOLL VOIP-PSTN TRAFFIC (CONT'D.)

(N)

12.1 Identification and Rating of Toll VoIP-PSTN Traffic (Cont'd.)

12.1.3 Calculation and Application of Percent-VoIP-Usage Factor – the Company will determine the number of Toll VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection 12.1.2, above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU (however determined – either based on call detail information or PIU) exchanged between the Company and the Customer.

The PVU for traffic will be derived and applied as follows:

- A. The Customer will calculate and furnish to the Company a factor (the "PVU-A") representing the percentage of the total intrastate and interstate access MOU for traffic that the Customer exchanges with the Company in the State, that (a) is sent to the Company and that originates in IP format; or (b) is received from the Company and terminates in IP format. This PVU-A shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information consistent with the FCC Order.
- B. Company will, likewise, calculate a factor (the "PVU-B") representing the percentage of the Company's total access MOU for traffic in the State that the Company originates or terminates in IP format. This PVU-B shall be based on information such as the number of the Company's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information consistent with the FCC Order.

(N)

ACCESS SERVICES

SECTION 12 -- TOLL VOIP-PSTN TRAFFIC (CONT'D.)

12.1 Identification and Rating of VoIP-PSTN Traffic (Cont'd.)

12.1.3 (Cont'd.)

- C. The Company will use the PVU-A and PVU-B factors to calculate an over-all PVU factor that represents the percentage of total intrastate access MOU for service exchanged between the Company and the Customer that is originated or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. The PVU factor will be calculated as the sum of: (A) the PVU-A factor and (B) the PVU-B factor times (1.0 minus the PVU-A factor).
- D. The Company will apply the over-all PVU factor to the total service intrastate access MOU exchanged with the Customer to determine the number of Toll VoIP-PSTN Traffic MOUs for service.

Examples for PVU Factor Calculations:
(The calculation elements in these examples are generic.)

Example 1: The PVU-B is 10% and the PVU-A is 40%. The over-all PVU factor is equal to $40\% + (10\% \times 60\%) = 46\%$. The Company will bill 46% of the Customer's intrastate access MOU as Toll VoIP-PSTN Traffic, pursuant to this Section of this Tariff.

Example 2: The PVU-B is 10% and the PVU-A is 0%. The over-all PVU factor is $0\% + (100\% \times 10\%) = 10\%$. The Company will bill 10% of the Customer's intrastate access MOU as Toll VoIP-PSTN Traffic, pursuant to this Section of this Tariff.

Example 3: The PVU-A is 100%. No matter what the PVU-B factor is, the over-all PVU is 100%. The Company will bill 100% of the Customer's intrastate access MOU as Toll VoIP-PSTN Traffic, pursuant to this Section of this Tariff.

Material originally found on this page is now on page 138.1.

(M)
|
|
|
|
(M)

ACCESS SERVICES

SECTION 12 – TOLL VOIP-PSTN TRAFFIC (CONT'D.)

12.1 Identification and Rating of VoIP-PSTN Traffic (Cont'd.)

12.1.3 (Cont'd.)

D. (Cont'd.)

Use of Default Percentages - Company

Where the Company's PVU-B is equal to the percentage of VoIP subscribers in the state based on the FCC's *Local Competition Report*, as released periodically, as set forth in paragraph 963 of the FCC Order (the "Default Percentage"), and the Customer's PVU-A is also equal to the Default Percentage, the PVU factor applicable to traffic exchanged between the Company and the Customer shall be the Default Percentage.

(T)

|

(T)

Default PVU Factors - Customer

If the Customer does not furnish the Company with a PVU factor pursuant to the preceding paragraph 12.1.3.A of this Section, the Company will utilize a PVU equal to the Company's PVU-B factor.

(T,M)

|

(M)

ACCESS SERVICES

SECTION 12 – TOLL VOIP-PSTN TRAFFIC (CONT'D.)

(N)

12.1 Identification and Rating of VoIP-PSTN Traffic (Cont'd.)

12.1.4 Initial PVU Factors - If the PVU factors are not available and/or cannot be implemented in the Company's billing systems by January 1, 2012, once the factors are available and can be implemented the Company will adjust the Customer's bills to reflect the PVUs retroactively to January 1, 2012. In calculating the initial PVUs, the Company will take the Customer-specified PVU-A into account retroactively to January 1, 2012, provided that the Customer provides the factor to the Company no later than April 15, 2012; otherwise, it will set the initial PVU equal to the PVU-B, as specified in subsection 12.13.B, above.

12.1.5 PVU Factor Updates - The Customer may update the PVU-A factor quarterly using the method set forth in subsection 12.1.3.A, above. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-A factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVU-A to calculate a revised PVU. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.

The Company may update the PVU-B factor quarterly using the method set forth in subsection 12.1.3.B, above. If the Company chooses to submit such updates, it shall forward to the Customer no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-B factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVU-B to calculate a revised PVU. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.

After the new calculations are completed the Company will use the new PVU-A and PVU-B to create a new revised composite PVU factor.

12.1.6 PVU Factor Verification - Not more than once in any year, the Company may ask the Customer to verify the PVU-A factor furnished to the Company and Customer may ask the Company to verify the PVU-B factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-A and PVU-B factor. The requesting party will be responsible for the applicable expenses incurred by the requested party for the PVU-A or PVU-B Verification.

(N)