

REGULATIONS, RATES, AND CHARGES  
APPLYING TO THE PROVISION OF ACCESS SERVICE  
FOR CONNECTION TO INTRASTATE COMMUNICATIONS FACILITIES  
FOR INTRASTATE CUSTOMERS WITHIN THE  
OPERATING TERRITORY OF  
MIDWESTERN TELECOMMUNICATIONS, INC.  
IN THE STATE OF  
OHIO  
AS PROVIDED HEREIN.

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of resold and facilities-based local exchange and interexchange services by Midwestern Telecommunications, Inc., (the “Company”) in the calling areas defined herein.

The provision of local exchange and interexchange services is subject to existing regulations and terms and conditions specified in this tariff and may be revised, added to or supplemented by superseding issues.

EXPLANATION OF SYMBOLS

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

DEFINITIONS AND ABBREVIATIONS

Certain terms and abbreviations used generally throughout this tariff are defined below.

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

Alternative Telephone Service: Except where technically impracticable, a wireless telephone capable of making local calls, and may also include, but is not limited to, call forwarding, voice mail, or paging services.

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

Carrier or Telecommunications Carrier: A telecommunications carrier that is providing local exchange telecommunications service.

Centrex Services: A switching system exchange service provided on central office lines. Exchange access is provided for calls to and from the network as well as intercom calling between Centrex lines in the same system.

Commission: Ohio Public Utilities Commission.

Company or the Company: Midwestern Telecommunications, Inc., the issuer of this tariff.

Conversion: When a Customer who is presently with another Carrier selects the Company as its new Carrier, without experiencing an interruption of services.

Customer or Subscriber or End User: The person, limited liability company, building owner, firm, partnership, corporation, municipality, cooperative, organization, governmental agency or other entity receiving telecommunications services. This entity is responsible for payment of charges and compliance with the Company's regulations.

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

DEFINITIONS AND ABBREVIATIONS (cont.)

Emergency Situation: A single event that causes an interruption of service or installations affecting end users of a local exchange carrier. The emergency situation shall begin with the first end user whose service is interrupted by the single event and shall end with the restoration of the service of all affected end users. The term “single event” shall include:

A declaration made by the applicable state or federal governmental agency that the area served by the local exchange carrier is either a state or federal disaster area; or

An act of third parties, including acts of terrorism, vandalism, riot, civil unrest, war, or acts of parties that are not agents, employees or contractors of the local exchange carrier; or

Any severe storm, tornado, earthquake, flood or fire that prevents the local exchange carrier from restoring service due to impassable roads, downed power lines, or the closing off of affected areas by public safety officials.

The term “emergency situation’ shall not include:

A single event caused by high temperature conditions alone; or

A single event caused by acts or omissions of the local exchange carrier, its agents, employees or contractors; or

Any service interruption that occurs during a single event listed in above, but are not caused by those single events; or

A single event that the local exchange carrier could have reasonably foreseen and taken precaution to prevent; provided, however, that in no event shall a local exchange carrier be required to undertake precautions which are technically infeasible or economically prohibitive.

DEFINITIONS AND ABBREVIATIONS (cont.)

End User or Customer or Subscriber: The person, limited liability company, building owner, firm, partnership, corporation, municipality, cooperative, organization, governmental agency or other entity receiving telecommunications services. This entity is responsible for payment of charges and compliance with the Company's regulations.

Exchange Access Service: The furnishing of equipment and facilities including Centrex lines, exchange access lines or trunks, for telephone communication within local service areas in accordance with the provisions of this tariff.

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

Final Account: A customer's outstanding charges still owed to the Company after termination of service.

ICB: Individual Case Basis.

Initial Service Period: The minimum length of time for which a customer is obligated to pay for service, facilities, or equipment, whether or not retained by the customer for such minimum period of time. Unless otherwise specified, the minimum period of ninety (90) days following service installation.

IntraLATA or IntraMSA: Telecommunications Services originating and terminating within the same LATA or MSA.

InterLATA or InterMSA: Telecommunications Services originating in one LATA or MSA and terminating in another LATA or MSA.

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

LDL: Long Distance Telecommunications Service.

Local Exchange Carrier or ("LEC"): Denotes any certificated individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

DEFINITIONS AND ABBREVIATIONS (cont.)

Local Service: Service which provides for exchange telephone communications within the local service area at rates and under regulations as provided in this tariff.

Local Service Area: The area consisting of one or more central office districts within which a subscriber for exchange service may make telephone calls without a long distance communications charge.

Market Service Area or ("MSA"): A geographical area consisting of one or more exchanges, as defined by the Ohio Public Utilities Commission, for the administration of tariffs, services, and other regulatory obligations.

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

Non-Recurring Charge or ("NRC"): A one-time charge either in lieu of, or in addition to, recurring monthly charges for service or facilities.

Off-Peak: The hours between 7:00pm Eastern Standard Time and 7:00am Eastern Standard Time.

Peak: The hours between 7:00am Eastern Standard Time and 7:00pm Eastern Standard Time.

Private Line Service: Communications services, and or facilities, provided for the customer's use which do not utilize the public switched message network, and which are provided between customer designated locations.

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

DEFINITIONS AND ABBREVIATIONS (cont.)

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

Service Commitment Period: The term elected by the Customer and stated on the Service Order during which the Company will provide the services subscribed to by the Customer.

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

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Subscriber or End User or Customer: The person, limited liability company, building owner, firm, partnership, corporation, municipality, cooperative, organization, governmental agency or other entity receiving telecommunications services. This entity is responsible for payment of charges and compliance with the Company's regulations.

Tariff: Any and all of the body of rates, terms, conditions, and charges for the Company's facilities and/or services as filed with, and approved by, the Ohio Public Utilities Commission.

Telecommunications Carrier or Carrier: A telecommunications carrier that is providing local exchange telecommunications service.

Termination of Service: Discontinuance of both incoming and outgoing service provided by the Company which may occur as a result of non-payment or conversion to another carrier.

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

GENERAL RULES AND REGULATIONS

2.1 Undertaking of the Company

- A. The Company undertakes to furnish communications services in this tariff on the terms and conditions and at the rates and charges set forth herein. The services in this tariff are provided on a resale basis or via UNE-P offerings
- B. The Company may act as the customer's agent for ordering and billing of Local Access Connection facilities provided by other carriers or entities, to allow connection of a customer's location(s) to the Company Network. The customer shall be responsible for all charges due to such service arrangement.
- C. The Company services and facilities are provided on a monthly basis, unless ordered on a longer term basis, and are available twenty-four hours a day, seven days a week.
- D. The Company will provide a toll-free number giving customers access to service personnel six (6) days a week. Repair personnel are available 24 hours a day 7 days a week.
- E. The Company will comply with any applicable quality of service requirements according to Ohio laws and rules.

2.2 Terms and Conditions

- A. Customer may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. The Customer will be required to execute any other documents as may be reasonably requested by the Company.
- B. Service is provided for a minimum period of at least one month, twenty-four (24) hours a day. A month is considered to have thirty (30) days unless otherwise specified. At the expiration of the initial terms specified in each service order, or in any extension thereof, service shall continue on a month to month basis at the then current tariff, month to month rates, unless terminated by the customer. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which, by their nature, shall survive such termination.
- C. This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for the State's choice of law provisions.

GENERAL RULES AND REGULATIONS (cont.)

2.2 Terms and Conditions (cont.)

- D. Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- E. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approval, authorizations, licenses, consents and permits. Doing so are grounds for the Company to discontinue furnishing service.
- F. The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.
- G. In response to a subpoena or investigation or other demand issued or authorized by a court or government agency, the Company shall provide customer records and related information without further notice.

2.3 Notification of Service-Affecting Activities

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

2.4 Provision of Services

- A. The Company will make reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The service installation shall be completed within five (5) business days after a service order is placed.

GENERAL RULES AND REGULATIONS (cont.)

2.4 Provision of Services (cont.)

- B. The Company shall use reasonable efforts to maintain services that it furnished to the Customer. The Customer may not rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company. The Customer may not permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company except upon the written consent of the Company.
- C. 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 facilities the Company may obtain from other carriers to furnish service as required at the sole discretion of the Company.
- D. The Customer bears all responsibility in the event they utilize equipment not approved or authorized by the Company. Customer shall supply all electrical power and other utilities necessary to operate or use the services provided.
- E. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the services furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services offered under this tariff and to the maintenance and operation of such services. Beyond this responsibility, the Company shall not be responsible for:
  - (i) the transmission of signals by Customer provided equipment or for the quality of, or defects in such transmission; or
  - (ii) the reception of signals by Customer provided equipment; or
  - (iii) network control signaling where such signaling is performed by Customer provided network control signaling equipment
- F. At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other cost 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.

GENERAL RULES AND REGULATIONS (cont.)

2.5 Limitations

- A. All facilities provided under this tariff are directly controlled by the Company and the customer may not assign or transfer the use of service or facilities, except with the express written consent of the Company. Such assignment or transfer shall only apply where there is no interruption of the use or location of the service or facilities. Such assignment or transfer may be made to:
- (i) Another individual, partnership, association or corporation, etc. provided the assignee or transferee assumes all outstanding indebtedness for such service or facilities and any unexpired portion of a minimum service period.
  - (ii) A court appointed receiver, trustee, or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation, or other similar proceedings, provided the assignee or transferee assumes any unexpired portion of a minimum service period.

Prior written permission of the Company is required in all cases of assignment or transfer. All regulations and conditions contained in this tariff shall apply to such permitted assignees or transferees, and all conditions of service including, but not limited to, minimum service periods and other liabilities shall apply as if there were no interruption of such service period(s).

- B. The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either the Company or Customer as of a date not less than thirty (30) days after delivery of said notice to the other. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such service.

GENERAL RULES AND REGULATIONS (cont.)2.6 Liabilities of the Company

- A. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to the mistakes, omissions, interruptions, delays or errors, other defects, or representations by the Company, or use of these services or damages arising out of failure to furnish the service whether caused by acts of omission, shall be limited to the extension of allowances for interruption as set forth below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents. The limitation of liability contained herein will be in compliance with the Commission's Minimum Telephone Service Standards and the Service Requirements Form.
- B. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service offered under this tariff and subject to the provisions of Section 2.8-B, the Company's liability, if any, shall be limited as provided herein. The limitation of liability contained herein will be in compliance with the Commission's Minimum Telephone Service Standards and the Service Requirements Form.
- C. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the customer, or any third party acting as its agent, to the Company's exchange access lines. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company personnel, or the quality of service to other Customers, the Company may upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

GENERAL RULES AND REGULATIONS (cont.)2.6 Liabilities of the Company (cont.)

- D. 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.
- E. With respect to Emergency Number 911 Service, this service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- F. With respect to Directory Listings:
- (i) **In the event the Company omits a subscriber's listing from the white pages of the telephone directory or lists an incorrect phone number due to an error or negligence by MTI, the Company shall issue the subscriber a credit for the equivalent of not less than three months regulated local service charges. Such credit shall not apply in cases where the subscriber has provided such listing information after the deadline for director publication. The subscriber shall be given the option of taking the credit or pursuing other remedies.**
  - (ii) An allowance for errors or mistakes in or omissions of any published directory listing or for errors or mistake in or omission of listings obtainable from the directory operator shall be given as follows:
    - (a) **Operator Records:** For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the corrected information shall be placed in the files of the directory assistance and intercept operators within two business days of discovery.

GENERAL RULES AND REGULATIONS (cont.)

2.6 Liabilities of the Company (cont.)

- (b) Definitions: As used in paragraphs (i) and (ii), the terms “error”, “mistake” and “omission” shall refer to a discrepancy in the listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber’s correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on a street or community different from the one provided to the Company.
- (c) Notice: Such allowances or credit as specified in paragraphs (i) and (ii) above shall be given notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it was administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

G. The Company’s liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the transmission occurring in the course of furnishing device or facilities, and not caused by negligence of its employees or agents are described in Section 2.8.B of this tariff.

The Company’s liability and the Customer’s sole and exclusive remedy arising out of delays in installation, commencement or restoration of service or out mistakes, accidents, omissions, interruptions, delays, or errors or defects in transmission in the provision of service are described in Section 3.1.3 of this tariff.

2.6 Liabilities of the Company (cont.)

GENERAL RULES AND REGULATIONS (cont.)

IN NO EVENT SHALL THE COMPANY BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON, FIRM OR ENTITY IN ANY RESPECT, INCLUDING WITHOUT LIMITATIONS, FOR ANY DAMAGES, EITHER DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES OR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF MISTAKES ACCIDENTS ERRORS, OMISSIONS, INTERRUPTIONS, DELAYS, INCLUDING THOSE WHICH MAY BE CAUSED BY REGULATORY OR JUDICIAL AUTHORITIES ARISING OUT OF OR RELATING TO THIS TARIFF OR THE OBLIGATIONS OF THE COMPANY PURSUANT TO THE TARIFF. THE COMPANY MAKES NO WARRANTY WHETHER EXPRESS, IMPLIED, OR STATUTORY AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF THE SERVICE OR THE LOCAL ACCESS, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY THE COMPANY ARE HEREBY EXCLUDED AND DISCLAIMED.

- H. With respect to the routing of calls by the Company to public safety answering points or municipal Emergency Service providers, the Company's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the call, or (b) the sum of \$1,000.00.
- I. The Company shall not be liable for damage arising out the fault of any facilities or equipment furnished by other carriers, or caused by negligence of other than the Company, including negligence on the part of the customer.
- J. The Company is not liable for any defacement of or damage to, the premises of a customer resulting from the furnishing of services of the attachment of instruments apparatus, and associated wiring furnished by the Company on such customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of the Company's negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company without written authorization.
- K. The Company is not liable for any act or omission of any other company or companies furnishing a portion of the end-to-end service or facilities, whether such other company is directly or indirectly under the control of the Company.

2.6 Liabilities of the Company (cont.)

GENERAL RULES AND REGULATIONS (cont.)

- L. The Company shall be indemnified and held harmless by the customer against:
- (i) Claims for liable, slander, invasion of privacy or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.
  - (ii) Claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
  - (iii) Claims for loss of profit; or
  - (iv) All other claims arising out of any act or omission of others in the course of using any service or facility provided pursuant to this tariff.
- M. The Company does not guarantee or make any warranty with respect to any equipment used in locations containing an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The customer indemnifies and hold 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 the customer or by any other party or persons, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location or use of such equipment so used.
- 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 the customer or any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, condition, location, or use is not the direct result of the Company's negligence.

2.6 Liabilities of the Company (cont.)

GENERAL RULES AND REGULATIONS (cont.)

- N. The customer is responsible for taking all necessary legal steps interconnecting his customer-provided terminal equipment or communications systems with the Company facilities or services. The customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection. The customer shall ensure that his equipment and/or system is properly interfaced with the Company facilities or services, that the signal emitted into the company network are of the proper mode, bandwidth, power, signal level for the intended use of the customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to the customers.

If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices. If the customer fails to maintain or operate his equipment and/or system properly, with resulting imminent harm to the Company equipment, personnel, or the quality of service to other customers, the Company may, upon written notice require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the customer's service.

- O. Customer's can reach the Company's Customer Service department by 877-684-4349, toll free. The Company will resolve any disputes properly brought to its attention in an expeditious manner. Unresolved disputes may be directed to the attention of the Public Utilities Commission of Ohio, Public Interest Center (P.I.C):

ATTN: P.I.C.  
Public Utilities Commission of Ohio  
180 E. Broad Street  
Columbus, OH 43215-3793  
Phone: 800-686-7826

2.7 Directory Listings

GENERAL RULES AND REGULATIONS (cont.)

- A. The Company will, as a service to the Customer, arrange for listing of Customer's phone number in the local white pages telephone directories, such listing to consist of one line of standard type. The Company's liability with respect to directory listing is set forth in Section 2.6 preceding. Customer must contact its yellow pages representative concerning its advertising in yellow pages directories.
  
- B. When a customer with a nonpublished telephone number, as defined herein, places a call to Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

2.8 Interruption of Service

An interruption is deemed to have occurred when the phone lines of the underlying provider are inoperative. If a customer reports a facility, service or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

A. Temporary Suspension for Maintenance

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

2.8 Interruption of Service (cont.)

GENERAL RULES AND REGULATIONS (cont.)B. Credit Allowance for Interruptions

- (i) Interruptions of twenty-four hours or more which are reported to or detected by the Company, and which are not due to negligence or willful act of the Customer are credited to the Customer at the pro rata monthly charge involved for each twenty-four hours or fraction thereof of interruption. Credit is not allowed for interruptions to service of less than twenty-four hours.
- (ii) For calculating credit allowances, every month is considered to have thirty days. If the service disruption is for 48 hours or less a credit is applied on a pro rata basis, against the monthly recurring charges. A credit of at least one-third of a month will be made for interruptions of more than 48 hours but less than 72 hours, and a credit of at least two-thirds of a month will be made for interruptions more than 72 hours but less than 96 hours, with a full month credit of interruptions in excess of 96 hours only those facilities on the interrupted portion of the circuit will receive a credit.
- (iii) Credit allowances for interruption of service will follow Rule 4901:1-5-16(A), (B).

C. Limitations on Credit Allowances

No credit allowances will be made for:

- (i) interruptions due to the negligence of, or willful act on the part of the customer
- (ii) interruptions that are restored within 24 hours of reporting.
- (iii) interruptions that occur as a result of a malfunction of Customer Provided Equipment or Inside Wire.
- (iv) interruptions that occur as a result of military action, war, insurrection, riot, or strike: or
- (v) interruptions that can not be repaired due to the customer missing a repair appointment.

2.8 Interruption of Service (cont.)

GENERAL RULES AND REGULATIONS (cont.)

All requirements for credit allowances for interruptions of service will be consistent with 4901:1-15-16(A) and (B) of the Commission's Minimum Telephone Service Standards.

- D. The Company will restore basic local exchange service for a customer within 24 hours of receiving notice that a customer is out of service. This provision will not apply when the service interruption is caused by the negligence or willful act of the customer, customer provided facilities.
- E. The Company will inform a customer when a repair or installation appointment requires the customer to be present. Furthermore, the Company will keep all repair and installation appointments for basic local exchange service when a customer premises visit requires a customer to be present. Customers will receive credit as per 4901:1-15-16(E) of the Commission's Minimum Telephone Service Standards for all missed appointments.
- F. The Company reserves the right to apply for a waiver of credit allowances in the event of an Act of God as prescribed in 4901:1-5-16(C).

2.9 Obligations of the Customer

- A. The customer is obligated to place orders for origination, termination, and/or changes to the Company service or facilities; pay all charges for services or facilities rendered by the Company; and to comply with all the Company's regulations governing the provision of service or facilities. The customer is also responsible for assuring that its authorized users comply with regulations of the Company, as specified in this Tariff
- B. When placing an order for service or facilities, the customer must provide:
  - (i) Name(s) and address(s), of the person(s) liable for the payment of service charges. In the case of a corporation or partnership, a designated individual shall be named responsible for such bill responsibility.
  - (ii) Name(s) address(s) and telephone number of person(s) to whom notices shall be addressed by the Company
  - (iii) Location(s) at which facilities and services are to be provided.
  - (iv) A safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's services.

GENERAL RULES AND REGULATIONS (cont.)

- C. The customer shall reimburse the Company for the replacement or repairs of the Company's equipment when the damage results from:
- (i) Negligence or willful act of the customer's employees, agents, or contractors, or authorized users.
  - (ii) Loss through theft, fire, flood, cable cut, or other catastrophes to the Company-provided equipment or facilities located on the customer's premises.
- The Company will cooperate with the customer in prosecuting a claim against any third party whom the customer identified as causing, or responsible for, the damage or loss.
- D. With respect to any service provided by the Company, Customer shall indemnify, defend and hold the Company harmless from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney fees for:
- (i) Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including but not limited to employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
  - (ii) Any claim, loss damage, expense or liability for infringement of and copyright, patent, trade secret or any proprietary or intellectual property right of any third party, arising from any act or company's services in a manner not contemplated by the agreement between the Customer and the Company.
- E. When facilities, equipment and/or communications systems provided by others are connected to the Company's services or facilities, the customer assumes additional liabilities as specified by the provider of such facilities, equipment and services. Such liability may include payment of charges, minimum service periods, and termination liabilities. When third parties provide service, equipment or facilities, the Company may, upon written customer request, act as the customer's agent, but all payments and charges shall continue as the direct responsibility of the customer.
- F. Any special interface equipment necessary to achieve compatibility between the facilities used by the Company for furnishing local exchange service and the channels, facilities or equipment of others may be provided at the Customer's

GENERAL RULES AND REGULATIONS (cont.)

expense. Customer shall be liable for damages resulting from Customer use of non-compatible equipment.

- G. The customer is responsible for providing and maintaining any terminal equipment on the Customer's premises. The electric power consumed such equipment shall be provided by and maintained at the expense of the customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations.

2.10 Charges and Payments for Services or Facilities

2.10.1 General

- A. Charges for service and facilities may be applied on a recurring and/or non-recurring basis.

2.10.2 Description of Charges

- A. Recurring Monthly Charges - For billing purposes, each month is considered to have thirty days. If the billing starts date and end date do not coincide with billing periods or months, the bill charges will be reflect the fractional part of the month involved.
- B. Non-Recurring Charges - Applies to a work activity done on a one-time-only basis, such as the installation of facilities: and is applied to each activity performed.
- C. Fractional Charges - Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished, or has been discontinued. The numbers of days remaining in the billing period are counted starting with the day the service was furnished or discontinued. Divide that figure by thirty days. The resultant fraction is the multiplied by the monthly charge to arrive at the fractional monthly charge.
- D. Tax Adjustments - All stated charges in this tariff are computed by the Company exclusive of any federal, state or local use, excise, gross receipts, sales or privilege taxes, duties, fees, or similar liabilities. Such taxes, fees, etc., shall be paid by the Customer in addition to the charges stated in this tariff. All such taxes, duties, and fees shall each be shown as a separate line item on the Customer's monthly invoice.

GENERAL RULES AND REGULATIONS (cont.)

2.10.3 Billing Period

Billing will start the day of acceptance by the customer of the Company service, facilities, or equipment. Service will end on the last day indicated by customer through notification in accordance with Section 2.12.ii following.

2.10.4 Payment

Payment will be due within fourteen days after the billing statement is issued by the Company and mailed to the customer. Any payment received later than thirty days after Bill Date will be subject to an interest charge on delinquent amount at the prevailing rate as determined by the Ohio Public Utilities Commission.

- A. The customer is responsible for payment of all charges for services or facilities furnished by the Company to the Customer or its Authorized Users. The Company may require a customer to sign an application form and to establish credit worthiness as a condition precedent to the initial establishment of service. The application shall state the date on which service shall begin and the points between which service is to be provided, the type of facilities required, and any special arrangement related thereto. The Company will pay interest on overpayment, which occurs as a result of an error by the Company, at a rate determined by the commission.
- B. Statements will reflect the charges for service or facilities that are in effect during the period the service is furnished. If any charge for a period covered by a bill change after the bill has been rendered, the next bill will be adjusted to reflect the new changes, including appropriate credit or debit amount for such periods.
- C. The term and conditions for billing, payment and collection, including without limitation, any late payment charge, specified in the Local Exchange Company's local exchange service tariff shall apply to charges of the Company when the Local Exchange Company serves as the billing agent for the Company or buys the Company's accounts receivable.

GENERAL RULES AND REGULATIONS (cont.)

2.10.5 Adjustments

In the event the Company finds has overcharged or undercharged a customer, the means for remedying shall be as follows (per 4901:1-5-16(F)).

- A. For overcharges, the total overcharge and accrued interest, at a rate of five percent shall be reimbursed to the customer within two billing periods after the overcharge is discovered.
- B. For undercharges, the amount in question shall be applied to the customers account in equal parts over the next three billing periods.

2.10.1 Payment (cont.)

- D. All bills are presumed accurate, and shall be binding on the customer unless objections are received by the Company within a reasonable time after such bills are rendered. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company, non-recurring charge is specified, those charges may be passed on to the Customer.

2.11 Payment Arrangements

2.11.1 Establishment of Credit

- (A) Applicants for service must establish and maintain credit. This is accomplished by providing acceptable credit information or making a deposit with the Company or show they are a fin resp freeholder o land or have
- (B) Applicants for service may, if not deemed credit worthy as defined in this tariff, may be required to provide the Company with a deposit as set forth in this tariff.
- (C) To maintain satisfactory credit, the bill must be paid regularly by the due date indicated on the bill. Failure to maintain good credit may result in loss of service, retention of the customer's deposit beyond the time it is normally returned, or a demand that credit be reestablished. Re-establishment of credit may require payment of, or an increase in, a cash deposit.

GENERAL RULES AND REGULATIONS (cont.)

2.11.2 Deposits

Applicants for service or existing Customers whose financial condition is not acceptable to the Company under the rules of the Public Utilities Commission of Ohio may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee of the payment of charges. A deposit does not relieve the customer of the prompt payment of bills upon presentation. In lieu of a deposit the customer will be given the option of providing a third-part guarantor in lieu of the deposit as per Rule 4901:1-5-14 of the Ohio Administrative Code.

- A. If a deposit is required, the provisions of Rule 4901:1-5-13(B) will be followed using the 230% method.

2.11.3 Toll Caps

The company will not impose Toll Caps.

2.11.4 Bills and Collection of Charges

- A. Bills will be rendered monthly to customer. Fixed monthly recurring charges are billed in advance. The Usage and minimum charges for service are billed in arrears. Customer shall be liable for all accrued local charges, directory charges, long distance charges and other charges prior to the service commencement date, as defined herein, and shall pay the Company for any such charges which may be assessed against the Company in any manner.

GENERAL RULES AND REGULATIONS (cont.)

- B. All service, monthly recurring charges and non-recurring charges are due and payable on the due date shown on the bill, provided however, that installation charges may be spread out over 3 months.
- C. The Company shall present bills for recurring charges monthly to the Customer in advance of the month which service is provided.
- D. For new customer or existing customers whose service is discontinued, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.11.4 Bills and Collection of Charges (Cont.)

- E. A late payment charge of 1.5% is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination.
- F. A minimum charge of \$10 or a maximum charge of \$30 will be assessed for checks with insufficient funds or non-existing accounts. The Company may waive the bad check charge under appropriate circumstances.
- G. If customer chooses to place information service provider (ISP) calls or receive calls via a non-MTI affiliated carrier, Customer will be liable for all charges related to such calls; including without limitation, charges billed to the Company or Customer by ISP or other carriers, any applicable rebilling charge and charges for any service provided by the Company's affiliates.
- H. All customer bills will comply with the minimum requirements as outlined in Rule 4901:1-5-15 of the Ohio Administrative Code:

2.11.5 Disputed Bills

GENERAL RULES AND REGULATIONS (cont.)

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

2.12 Termination of Service

- A. Local service will be disconnected for subscriber nonpayment of charges for local services regulated by the commission. For purposes of this rule, local service is defined as every regulated service provided by the Company other than toll service and 900/976 like services.
- B. Toll service will be disconnected for subscriber nonpayment of toll service, subject to the following conditions:
  - a. Toll disconnection procedures shall comport with all applicable billing, notice, credit/deposit, and disconnection standards set forth in 4901:1-5-17 of the Administrative code.
  - b. The Company may enforce the commission-approved tariffed disconnection procedures of a separate provider of toll services pursuant to a contract entered into between the Company and the separate toll service provider.

GENERAL RULES AND REGULATIONS (cont.)

- C. Partial payments applied towards any past due amount on a bill or the balance due on disconnection notice will be apportioned to past due regulated local service charges, then to any current local charges, before being applied to any toll or nonregulated charges unless the subscriber pays the entire amount past due or more. In that case any amount paid over the amount past due shall be applied first to current local charges.
- D. The Company will notify, or attempt to notify through any reasonable means, a subscriber before service is refused or disconnected when any of the following conditions exist:
  - a. A violation of or noncompliance with the Companies provider's rules or tariffs.
  - b. A failure to comply with municipal ordinances or other laws pertaining to telecommunications service: or
  - c. A refusal by the subscriber to permit the Company access to its facilities.
- E. The Company will notify or attempt to notify, through any reasonable means, the subscriber before service is disconnected when the subscriber has committed a fraudulent practice.

2.12 Termination of Service (cont.)

- F. The company will not disconnect the local or toll service of a subscriber who pays the company the total amount due (or an amount agreed upon between the company and the subscriber) on his/her account by the close of business on the disconnection date listed disconnection notice.
- G. No notice will given prior to disconnection when:
  - a. An emergency may threaten the health or safety of a person, or the Company's distribution system. If service is disconnected, the company will act promptly to restore service as soon as possible;
  - b. A subscriber's use of telecommunications equipment adversely affects the company's equipment, its service to others, or the safety of the co mpany's employees or subscribers; or
  - c. A subscriber tampers with facilities or equipment owned by the Company.

GENERAL RULES AND REGULATIONS (cont.)

- H. When the Company disconnects, for nonpayment, a subscriber's local service account, (either 9-1-1, where available, or operator access where 9-1-1 is not available) through the otherwise disconnected access line will be retained for a period of sixty days following such disconnection.
- I. Local service will not be refused or disconnected to any applicant or subscriber for any of the following reasons:
  - a. Failure to pay for services furnished to a former subscriber unless the former subscriber and the new applicant for service continue to be members of the same household;
  - b. Failure to pay for a different class of service residential service will not be denied or disconnected for nonpayment of a nonresidential account and vice versa;
  - c. Failure to pay any amount which is in a bona fide dispute. The company will not disconnect service if the subscriber pays either the undisputed portion of the bill or, where the disputed amount is in question, the subscriber pays the amount paid for the same billing period in the previous year; or

2.12 Termination of Service (cont.)

- d. Failure to pay any nonregulated services charges.
- J. Payment schedule and disconnection procedures for nonpayment.
  - a. A subscriber's bill will be due fourteen days from the date of the postmark on the bill. If the bill is not paid by the due date, it then becomes past due.
  - b. The company shall not disconnect the service:
    - i. Sooner than fourteen days after the due date of the bill; and
    - ii. Without sending a written notice of disconnection, postmarked at least seven days prior to the date of disconnection of service.
  - c. The Company will disconnect service during normal business hours; however, no disconnection for past due bills may be made after twelve-

GENERAL RULES AND REGULATIONS (cont.)

thirty p.m. on the day preceding a day that all services necessary for reconnection are not available.

K. A notice of disconnection for nonpayment will state the following:

- a. Failure to pay the amount required at the company's office or to one of its authorized agents by the date specified on the notice may result in the disconnection of local or toll services.
- b. The earliest date when disconnection will occur;
- c. The reason(s) for disconnection and any actions which the subscriber must take in order to avoid the disconnections, including the total amount required to be paid (which will not be greater than the past due balance);
- d. The total amount due to avoid disconnection of local service as defined in paragraph A of this section, which must be listed separately from charges for regulated toll and charges for unregulated services;
- e. The total amount due for toll charges and a statement that nonpayment of toll charges may result in the disconnection of toll service;

2.12 Termination of Service (cont.)

- f. The total amount due for nonregulated charges and a statement that nonpayment of such charges cannot result in the disconnection of local service or regulated toll service;
- g. The address and telephone number of the office of the Company that the subscriber may contact in reference to the subscriber's account;
- h. The following statement: "if your questions are not resolved after you have called MTI, customers may call the Public Utilities Commission of Ohio (PUCO), toll free at 1-800-686-7826 or visit the PUCO website at [www.puc.state.oh.us](http://www.puc.state.oh.us). Residential customers may call the Ohio Consumer's Counsel (OCC), toll free at 1-877-742-5622 or visit the OCC website at [www.pickocc.org](http://www.pickocc.org); and
- i. A statement that an additional charge for reconnection may apply if service is disconnected. The statement will also include a notice that

GENERAL RULES AND REGULATIONS (cont.)

payments to an unauthorized payment agent may result in the untimely or improper crediting of the subscriber's account.

L. Reconnection of local and toll service.

- a. The Company will reconnect the disconnected service by five PM on the following business day following either:
  - i. Receipt by the company or its authorized agent, of the full amount in arrears for which service was disconnected, or upon verification by the company that conditions which warranted disconnection of service have been eliminated; or
  - ii. Agreement by the company that conditions which warranted disconnection of service have been eliminated.
- b. Before restoring service, the Company provider will not insist upon payment of any amount that has not been included on a notice of disconnections.

2.13 Restoral Of Service

- A. If any customer's service is restored after having been disconnected but a Company service order to terminate such service has not been completed when such a service is restored, the customer will be required to pay a restoral service charge of \$35.00 per occasion.
- B. When a customer's service has been disconnected and the service has been terminated through the completion of a Company service order, service will be reestablished only upon the basis of an application for new service.

2.14 Promotional Offers

The Company may, from time to time, make promotional offerings of its services. The promotional offerings may be limited as to the duration, the date and times of the offering and the location where the offerings are made and shall be documented in accordance with the provisions of the state rules and regulations. The only limitation upon a promotional offering shall be that the waiver of any charges other than a nonrecurring charge shall be

GENERAL RULES AND REGULATIONS (cont.)

limited to ninety calendar days on a per customer basis. All promotions will be added to the tariff as an addendum.

2.15 Notices and Communications

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

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

2.16 Specialized Service or Arrangement

Specialized Service or Arrangements may be provided by the Company, in response to a bona fide request of a Customer or prospective Customer, on an individual-case basis (ICB) if such service or arrangements meet the following criteria:

- A. The requested service or arrangements are not offered under other sections of this Tariff.
- B. The facilities utilized to provide the requested service or arrangements are of a type normally used by the Company in furnished its other services.

GENERAL RULES AND REGULATIONS (cont.)

- C. The requested service or arrangements are compatible with other Company services, facilities and its engineering and maintenance practices.
- D. This offering is subject to the availability of the necessary Company personnel and capital resources.

LOCAL EXCHANGE SERVICE DESCRIPTION

3.1 Establishment and Furnishing of Exchange Access Service

3.1.1 General

Procedures governing the establishment of credit, billing, termination of service, and issuance of telephone directories for local exchange telecommunications service, where not expressly contained herein, will comply with the Minimum Telephone Service Standards of the Ohio Administrative Code.

3.1.2 Application for Service

Application for service may be made orally or in writing. Acceptance of an application establishes a contract between the customer and the Company based on terms and conditions of this Tariff.

3.1.3 Installation

- A. The Company will install new lines for basic local exchange service within 5 business days or receipt of an application for service or by the requested due date if 5 days notice is given.
- B. The Company will waive one-half of all nonrecurring installation charges whenever it fails to install new service within five business days of receiving an application for new service or by the requested date, when at least five business days notice is given. If the Company fails to install new service within ten business days of receiving an application for new service or by the requested date, when at least ten business days notice is given, the Company will waive all regulated nonrecurring installation charges associated with the new service or feature. Credit for failure to install new service in a timely fashion shall be applied as per Rule 4901:1-5-16(D) of the Commission's Minimum Telephone Service Standards.
- C. No installation credit will be applied if:
  - i. Special equipment or service is involved (Cable Pairs are not deemed to be special equipment unless the requested service is in a completely undeveloped area where no facilities of any kind exist).
  - ii. Applicant or subscriber has not met pertinent tariff requirements.

LOCAL EXCHANGE SERVICE DESCRIPTION (cont.)

3.1 Establishment and Furnishing of Exchange Access Service (Cont.)

D. All scheduled installation appointments will be kept by the Company. In the event of a missed appointment, the Company will waive one-half of the subscribers regulated nonrecurring installation charges associated with the new service or feature.

i. No credit will be applied when the Company provides the customer with twenty four hours notice of its inability to meet an installation appointment or when the effects of a natural disaster prohibit the Company from providing such notice.

4.1 General

Exchange Access Service provides a Customer with a telephonic connection and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- A. Receive calls from other stations on the public switched telecommunications network;
- B. Place calls to other stations on the public switched telecommunications network;
- C. Access other services offered by the Company as set forth in this tariff;
- D. Access toll-free telecommunications services
- E. Access certain interstate and international calling services provided by the Company;
- F. Access (at no additional charge) the Company's operators and business office for service related assistance;
- G. Access (at no additional charge) enhanced 911 service for emergency services by dialing 0- or 9-1-1; and
- H. Access services provided by other common carriers which purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or which maintain other types of traffic exchange arrangements with the Company.
- I. Access the interexchange network. A customer may presubscribe to the carrier of their choice for interLATA and intraLATA calling, or the provider's carrier identification code (1010XXX)

LOCAL EXCHANGE SERVICE DESCRIPTION (cont.)

- J. Calls to information service providers (900/976) will be automatically blocked on a per line basis. The Customer may have the blocking removed pursuant to FCC rules.
- K. Collect calls will be automatically blocked on a per line basis.

Each Exchange Access Service is available on a “Full” service basis whereby service is delivered to a demarcation/connection block at the customer’s Premises.

4.1 General (cont.)4.2 Serving Areas

## 4.2.1 Counties

The Company will serve these counties within the territory served by Ameritech. This tariff is effective only in those areas where a Commission approved interconnection agreement exists.

Adams	Erie	Lake	Portage
Athens	Fairfield	Lawrence	Ross
Belmont	Fayette	Licking	Sandusky
Brown	Franklin	Lucas	Seneca
Butler	Gallia	Madison	Shelby
Carroll	Geauga	Mahoning	Stark
Champaign	Greene	Miami	Summit
Clark	Guernsey	Monroe	Trumbull
Clinton	Hancock	Montgomery	Tuscarawas
Columbiana	Harrison	Morgan	Warren
Coshocton	Highland	Muskingum	Washington
Cuyahoga	Hocking	Perry	Wayne
Delaware	Jefferson	Pickaway	Wood
			Wyandot

LOCAL EXCHANGE SERVICE DESCRIPTION (cont.)4.2.2 Exchange Areas

Exchange Services are provided in limited geographic area. Exchange Services are provided at the following locations and in the following areas:

<u>Exchange</u>	<u>Exchange Areas In Local Service Area</u>	<u>Exchange</u>	<u>Exchange Areas In Local Service Area</u>
<i>Aberdeen</i>	Aberdeen Ripley	<i>Akron</i>	Akron Atwater
<i>Alliance</i>	Alliance Atwater Canton Marlboro Sebring	<i>Alton</i>	Columbus Met. Area London
<i>Arabia</i>	Arabia Guyan Ironton Walnut	<i>Atwater</i>	Atwater Akron Alliance Kent Marlboro Ravenna Rootstown
<i>Barnesville</i>	Barnesville Beallsville Bethesda Somerton	<i>Beallsville</i>	Beallsville Barnesville Bethesda Clarington Somerton Woodsfield
<i>Beavercreek</i>	Dayton Met. Area Donnelsville Enon	<i>Bedford</i>	Cleveland Met. Area Chesterfield

LOCAL EXCHANGE SERVICE DESCRIPTION (cont.)

Jamestown  
 Medway  
 New Carlisle  
 Spring Valley  
 Xenia

*Belfast*

Belfast  
 Hillsboro  
 Marshall  
 Sugar Tree Ridge

*Bellaire*

*Bellbrook*

Dayton Met. Area  
 Donnelsville  
 Enon  
 Medway  
 New Carlisle  
 Spring Valley  
 Xenia

*Belpre*

Belpre  
 Marietta

*Berea*

Cleveland Met. Area  
 Chesterland

*Bethesda*

Bethesda  
 Barnesville  
 Beallsville  
 Somerton

*Bloomington*

Bloomington  
 Jeffersonville  
 New Holland  
 Sedalia  
 Washington Ct. House

*Bloomingtonville*

Bloomingtonville  
 Castalia  
 Sandusky

*Bowersville*

Bowersville  
 Jamestown  
 Milledgeville  
 Xenia

*Brecksville*

Cleveland Met. Area  
 Chesterland

*Burton*

Burton  
 Chagrin Falls  
 Cleveland  
 Terrace

*Canal Fulton*

Canal Fulton  
 Akron  
 Canton  
 Manchester  
 Massillon

LOCAL EXCHANGE SERVICE DESCRIPTION (cont.)

			North Canton
<i>Canal Winchester</i>	Columbia Met. Area Carroll Lancaster	<i>Canfield</i>	Canfield North Jackson North Lima Salem Youngstown
<i>Canton</i>	Canton Alliance Canal Fulton Hartville Louisville Magnolia Marlboro Massillon Navarre North Canton Waynesburg	<i>Carroll</i>	Carroll Bloomingville Sandusky
<i>Cedarville</i>	Cedarville Jamestown Pitchin South Solon South Charleston Yellow Springs-Clifton Xenia	<i>Centerville</i>	Dayton Met. Area Donnelsville Enon Medway Franklin New Carlisle Spring Valley
<i>Chagrin Falls</i>	Burton Cleveland Met. Area Chesterland	<i>Cheshire</i>	Cheshire Gallipolis Vinton
<i>Chesterland</i>	Chesterland Cleveland Met. Area Kirtland	<i>Christiansburg</i>	Christiansburg Fletcher-Lena New Carlisle North Hampton
<i>Cleveland</i>	Cleveland Met. Area Burton Chesterland Leroy	<i>Columbiana</i>	Columbiana East Palestine Lisbon Leetonia

LOCAL EXCHANGE SERVICE DESCRIPTION (cont.)

			New Waterford North Lima Rogers Salem Youngstown
<i>Columbus</i>	Carroll Columbus Met. Area London	<i>Conesville</i>	Conesville Coshocton Dresden West LaFayette
<i>Corning</i>	Corning New Lexington Shawnee	<i>Coshocton</i>	Coshocton Conesville West LaFayette
<i>Dalton</i>	Dalton Massillon	<i>Danville</i>	Danville Hillsboro Sugar Tree Ridge
<i>Dayton</i>	Dayton Met. Area Donnelsville Enon Franklin Jamestown Medway Middletown New Carlisle Spring Valley Yellow Springs-Clifton Xenia	<i>Donnelsville</i>	Donnelsville Dayton Met. Area Enon Medway New Carlisle North Hampton Springfield
<i>Dresden</i>	Dresden Conesville Zanesville	<i>Dublin</i>	Columbus Met. Area
<i>Duffy</i>	Duffy Clarrington Graysville New Matamoras Woodsfield	<i>East Liverpool</i>	East Liverpool Lisbon Rogers Salineville Wellsville

LOCAL EXCHANGE SERVICE DESCRIPTION (cont.)

<i>East Palestine</i>	East Palestine Columbiana Lisbon New Waterford Rogers Salem Youngstown	<i>Enon</i>	Enon Dayton Met. Area Donnelsville Springfield Yellow Springs-Clifton
<i>Fairborn</i>	Dayton Met. Area Donnelsville Enon Medway New Carlisle Spring Valley Yellow Springs-Clifton	<i>Findlay</i>	Findlay
<i>Fletcher-Lena</i>	Fletcher-Lena Christiansburg Piqua	<i>Fostoria</i>	Fostoria New Regal
<i>Franklin</i>	Franklin Dayton Maimisburg-West Carrollton Middletown	<i>Fremont</i>	Fremont Lindsay
<i>Fultonham</i>	Fultonham New Lexington Roseville Somerset Zanesville	<i>Gahanna</i>	Columbus Met. Area
<i>Gallipolis</i>	Gallipolis Cheshire	<i>Gates Mills</i>	Cleveland Met. Area Chesterland

LOCAL EXCHANGE SERVICE DESCRIPTION (cont.)

	Guyan Rio Grande Vinton Walnut		Kirtland Mentor
<i>Girard</i>	Girard Hubbard Niles Youngstown	<i>Glenford</i>	Glenford New Lexington Somerset Thornville
<i>Gnadenhutten</i>	Gnadenhutten Newcomerstown Uhrichsville	<i>Graysville</i>	Graysville Duffy Lewisville New Matamoras Woodsfield
<i>Greensburg</i>	Greensburg Akron Manchester North Canton Uniontown	<i>Grove City</i>	Columbus Met. Area
<i>Groveport</i>	Columbus Met. Area	<i>Guyan</i>	Guyan Arabia Gallipolis Walnut
<i>Harrisburg</i>	Columbus Met. Area London	<i>Hartville</i>	Hartville Akron Canton Louisville Marlboro North Canton Uniontown
<i>Hillcrest</i>	Cleveland Met. Area Chesterland Kirtland	<i>Hillard</i>	Columbus Met. Area

LOCAL EXCHANGE SERVICE DESCRIPTION (cont.)

<i>Hillsboro</i>	Hillsboro Belfast Danville Marshall Rainsboro Sugar Tree Ridge	<i>Holland</i>	Toledo Met. Area
<i>Hubbard</i>	Hubbard Girard Lowellville Sharon Youngstown	<i>Independence</i>	Cleveland Met. Area Chesterland
<i>Ironton</i>	Ironton Arabia	<i>Jamestown</i>	Jamestown Beavercreek Bowersville Cedarville Dayton Jeffersonville Milledgeville South Solon Xenia
<i>Jeffersonville</i>	Jeffersonville Bloomingburg Jamestown Milledgeville Sedalia South Solon Washington Ct. House	<i>Kent</i>	Kent Akron Atwater Mantua Mogadore Ravenna Rootstown
<i>Kirtland</i>	Kirtland Chersterland Gates Mills Hillcrest Mentor Painesville Terrace Wickliffe Willoughby	<i>Lancaster</i>	Lancaster Canal Winchester Carroll Rushville Sugar Grove

LOCAL EXCHANGE SERVICE DESCRIPTION (cont.)

<i>Leetonia</i>	Leetonia Columbiana Lisbon Salem Youngstown	<i>Leroy</i>	Leroy Cleveland Mentor Painesville Willoughby
<i>Lewisville</i>	Lewisville Graysville Woodsfield	<i>Lindsey</i>	Lindsey Fremont
<i>Lisbon</i>	Lisbon Columbiana East Liverpool East Palestine Leetonia Rogers Salem Salineville Wellsville New Waterford	<i>Lockbourne</i>	Columbus Met. Area
<i>London</i>	London Alton Columbus Harrisburg Sedalia South Charleston South Solon South Vienna West Jefferson	<i>Louisville</i>	Louisville Canton Hartville North Canton
<i>Lowellville</i>	Lowellville Hubbard North Lima Youngstown	<i>Magnolia- Waynesburg</i>	Magnolia-Waynesburg Canton
<i>Manchester</i>	Manchester Akron Canal Fulton Greensburg	<i>Mantua</i>	Mantua Kent Ravenna

LOCAL EXCHANGE SERVICE DESCRIPTION (cont.)

<i>Marietta</i>	Marietta Belpre Newport New Matamoras	<i>Marlboro</i>	Marlboro Alliance Atwater Canton Hartville Rootstown
<i>Marshall</i>	Marshall Belfast Hillsboro Rainsboro	<i>Martins Feng- Bridgeport</i>	
<i>Massillon</i>	Canal Fulton Canton Dalton Navarre North Canton	<i>Maumee</i>	Toledo Met. Area
<i>Medway</i>	Medway Dayton Met. Area Donnelsville New Carlisle Springfield	<i>Mentor</i>	Mentor Gates Mills Kirtland Leroy Painesville Wickliffe Willoughby
<i>Miamisburg-West</i>	Dayton Met. Area Donnelsville Enon Franklin Medway New Carlisle Spring Valley	<i>Middletown</i>	Middletown Dayton Franklin Monroe Trenton
<i>Milledgeville</i>	Milledgeville Bowersville Jamestown Jeffersonville Washington Ct. House	<i>Mingo Junction</i>	Mingo Junction Steubenville
<i>Mogadore</i>	Mogadore	<i>Monroe</i>	Monroe

LOCAL EXCHANGE SERVICE DESCRIPTION (cont.)

	Akron Kent Uniontown		Middletown Trenton
<i>Montrose</i>	Cleveland Met. Area	<i>Murray City</i>	Murray City Nelsonville Shawnee
<i>Navarre</i>	Navarre Canton Masillon	<i>Nelsonville</i>	Nelsonville Murray City Shawnee
<i>New Albany</i>	Columbus Met. Area	<i>New Carlisle</i>	New Carlisle Christiansburg Dayton Met. Area Donnelsville Medway North Hampton Springfield
<i>Newcomerstown</i>	Newcomerstown Gnadenhutten West LaFayette	<i>New Holland</i>	New Holland Bloomingburg Washington Ct. House
<i>New Lexington</i>	New Lexington Corning Fultonham Roseville Shawnee Somerset Thornville Zanesville	<i>New Matamoras</i>	New Matamoras Duffy Graysville Marietta Newport
<i>Newport</i>	Newport Marietta New Matamoras	<i>New Riegel</i>	New Riegel Fostoria Tiffin
<i>New Waterford</i>	New Waterford Columbiana East Palestine Lisbon	<i>Niles</i>	Niles Girard North Jackson Youngstown

LOCAL EXCHANGE SERVICE DESCRIPTION (cont.)

North Lima  
Rogers  
Youngstown

<i>North Canton</i>	North Canton Akron Canal Fulton Canton Greensburg Hartville Louisville Masillon Unionstown	<i>North Hampton</i>	North Hampton Christiansburg Donnelsville New Carlisle Springfield Tremont City
<i>North Jackson</i>	North Jackson Canfield Niles Youngstown	<i>North Lima</i>	North Lima Canfield Columbiana Lowellville Youngstown New Waterford
<i>North Royalton</i>	Cleveland Met. Area Chesterland	<i>Norwich</i>	Norwich Philo Zanesville
<i>Olmsted Falls</i>	Cleveland Met. Area Chesterfield	<i>Painesville</i>	Painesville Kirtland Leroy Mentor Willoughby
<i>Perrysburg</i>	Toledo Met. Area	<i>Philo</i>	Philo Norwich Roseville Zanesville
<i>Piqua</i>	Piqua Flethcher-Lena	<i>Rainsboro</i>	Rainsboro Hillsboro

LOCAL EXCHANGE SERVICE DESCRIPTION (cont.)

	Pitchin Cedarville South Charleston Springfield Yellow Springs-Clifton		Marshall
<i>Ravenna</i>	Ravenna Akron Atwater Kent Mantua Rootstown	<i>Reynoldsburg</i>	Columbus Met. Area
<i>Rio Grande</i>	Rio Grande Gallipolis Vinton Walnut	<i>Ripley</i>	Ripley Aberdeen
<i>Rogers</i>	Rogers Columbiana East Liverpool East Palestine Lisbon New Waterford	<i>Rootstown</i>	Rootstown Akron Atwater Kent Marlboro Ravenna
<i>Roseville</i>	Roseville Fultonham New Lexington Philo Zanesville	<i>Rushville</i>	Rushville Lancaster Somerset Thornville
<i>St. Clairsville</i>	Bethesda	<i>Salem</i>	Canfield Columbiana East Palestine Leetonia Lisbon Youngstown
<i>Salineville</i>	Salineville East Liverpool	<i>Sandusky</i>	Sandusky Bloomingville

LOCAL EXCHANGE SERVICE DESCRIPTION (cont.)

	Lisbon Wellsville		Castalia
<i>Sebring</i>	Sebring Alliance	<i>Sedalia</i>	Sedalia Bloomingsburg Jeffersonville London South Solon
<i>Sharon</i>	Sharon Hubbard Youngstown	<i>Shawnee</i>	Shawnee Corning Murray City Nelsonville New Lexington
<i>Somerset</i>	Somerset Fultonham Glenford Rushville Thornville	<i>Somerton</i>	Somerton Barnesville Beallsville Bethesda Woodsfield
<i>South Charleston</i>	South Charleston Cedarville London Pitchin South Solon South Vienna Springfield	<i>South Solon</i>	South Solon Cedarville Jamestown Jeffersonville London Sedalia South Charleston
<i>South Vienna</i>	South Vienna London South Charleston Springfield	<i>Springfield</i>	Springfield Donnelsville Enon Medway New Carlisle North Hampton Pitchin South Charleston

LOCAL EXCHANGE SERVICE DESCRIPTION (cont.)

			South Vienna Tremont City Yellow Springs-Clifton
<i>Spring Valley</i>	Spring Valley Dayton Met. Area Xenia	<i>Steubenville</i>	Steubenville Mingo Junction Toronto
<i>Strongsville</i>	Cleveland Met. Area Chesterland	<i>Sugar Grove</i>	Sugar Grove Lancaster
<i>Sugar Tree Ridge</i>	Sugar Tree Ridge Belfast Danville Hillsboro Winchester	<i>Terrace</i>	Cleveland Met. Area Burton Chesterland Kirtland
<i>Thornville</i>	Thornville Glenford New Lexington Rushville Somerset	<i>Tiffin</i>	Tiffin New Riegel
<i>Toledo</i>	Toledo Met. Area	<i>Toronto</i>	Toronto Steubenville Wellsville
<i>Tremont City</i>	Tremont City North Hampton Springfield	<i>Trenton</i>	Trenton Middleton Monroe
<i>Trinity</i>	Cleveland Met. Area Chesterland	<i>Uhrichsville</i>	Uhrichsville Gnadenhutten
<i>Uniontown</i>	Uniontown Akron Greensburg Mogadore Hartville North Canton	<i>Upper Sandusky</i>	Upper Sandusky

LOCAL EXCHANGE SERVICE DESCRIPTION (cont.)

<i>Vandalia</i>	Dayton Met. Area Donnelsville Enon Medway New Carlisle Spring Valley	<i>Victory</i>	Cleveland Met. Area Chesterland
<i>Vinton</i>	Vinton Cheshire Gallipolis Rio Grande	<i>Walnut</i>	Walnut Arabia Gallipolis Guyan Rio Grande
<i>Wahington Ct House</i>	Washington Ct. House Bloomingburg Jeffersonville Milledgeville New Holland	<i>Wellsville</i>	Wellsville East Liverpool Lisbon Salineville Toronto
<i>Westerville</i>	Columbus Met. Area	<i>West Jefferson</i>	Columbus Met. Area London
<i>West LaFayette</i>	West LaFayette Conesville Coshocton Newcomerstown	<i>Whitehouse</i>	Toledo Met. Area
<i>Wickliffe</i>	Cleveland Met. Area Chesterland Kirtland Mentor	<i>Willoughby</i>	Cleveland Met. Area Chesterland Leroy Mentor Painesville
<i>Winchester</i>	Winchester Sugar Tree Ridge	<i>Woodsfield</i>	Woodsfield Beallsville Clarington Duffy Graysville Louisville Somerton

LOCAL EXCHANGE SERVICE DESCRIPTION (cont.)

<i>Woodsfield</i>	Woodsfield Beallsville Clarington Duffy Graysville Lewisville Somerton	<i>Worthington</i>	Columbus Met. Area
<i>Xenia</i>	Xenia Beavercreek Bellbrook Bowersville Cedarville Dayton  Jamestown Spring Valley Yellow Springs-Clifton	<i>Yellow Springs-Clifton</i>	Yellow Springs-Clifton Cedarville Dayton Enon Fairborn Pitchin  Springfield Xenia
<i>Zanesville</i>	Zanesville Dresden Fultonham Norwich Philo Roseville New Lexington		

4.3 Calling Areas  
Metropolitan Areas

1. The exchange areas included in the Cleveland Metropolitan Area are as follows:

Cleveland	North Royalton
Bedford	Olmsted Falls
Berea	Strongsville
Brecksville	Terrace
Chagrin Falls	Trinity
Gates Mills	Victory
Hillcrest	Wickliffe
Independence	Willoughby
Montrose	

LOCAL EXCHANGE SERVICE DESCRIPTION (cont.)

4.3 Calling Areas (cont.)

2. The exchange areas included in the Columbus Metropolitan Area are as follows:

Columbus	Hillard
Alton	Lockbourne
Canal Winchester	New Albany
Dublin	Reynoldsburg
Gahanna	Westerville
Grove City	West Jefferson
Groveport	Worthington
Harrisburg	

3. The exchange areas included in the Dayton Metropolitan Area are as follows:

Dayton	Fairborn
Beavercreek	Maimisburg-West Carrollton
Bellbrook	Vandalia
Centerville	

4. The exchange areas included in the Toledo Metropolitan Area are as follows:

Toledo	Holland
Maumee	Perrysburg
Whitehouse	

4.4 Feature Descriptions

**3-Way Calling**

Allows the Customer to add a third party to an established call without operator assistance.

**Automatic Callback**

LOCAL EXCHANGE SERVICE DESCRIPTION (cont.)

Automatically returns the last incoming call whether or not it was answered. To activate Automatic Callback, the customer dials a code. The network will then either attempt a callback, or in offices so equipped, the customer will hear an announcement of the telephone number of the last party called. If the customer wishes to return the call immediately, voice prompts will instruct the customer to dial a certain digit and the call will automatically be returned. If the number is busy, Automatic Callback will continue to redial the number for up to 30 minutes.

**Basic Service Plan**

Allows the customer 500 local telephone calls, unlimited incoming calls and the feature, call waiting. Other features may be added as outlined herein.

**Call Forwarding**

Allows the Customer to activate and deactivate a transfer of all incoming calls to another dialable telephone number.

**Call Screening**

This feature provides the customer with the ability to prevent repeated calls from an unwanted caller whose number may or may not be known. The customer receiving the call needs only to hang up and immediately dial the Call Screening access code which will deny the caller the ability to ring the customer's telephone. In addition, the customer has the ability to create a list of telephone numbers from which the customer may not wish to receive calls. Calls from these telephone numbers will be sent an appropriate announcement indicating that the call cannot be completed because the customer has activated Call Screening.

**Call Trace**

Allows the customer to automatically trace the telephone number used for the last call received by the customer. The customer must dial a Company-designated code, and activation must occur prior to the time that either another call or the call waiting tone is received by the customer. A recording will indicate if the trace was successful or not. Within five business days after the successful activation of Call Trace, the customer must contact the Company to arrange for the continued retention of the trace record. The traced number will not be provided to the customer by the company, but it will be provided to law enforcement officials. The practices of law enforcement officials vary, and the Company

LOCAL EXCHANGE SERVICE DESCRIPTION (cont.)

does not represent that any action will be taken by such officials with regard to the traced number. Call Trace will be available where facilities permit.

**Call Waiting**

Provides a tone to alert a customer with a call in progress that a second party is calling them, and allows the customer to answer the incoming call while holding the original connection.

**Caller ID**

Allows a customer to identify the telephone number from which a call is being made. The telephone number of the person initiating the call is displayed on a customer-provided display device.

**Caller ID with Name**

Works along with Caller ID and provides for the display of an incoming telephone number and listed name associated with that telephone number, on a customer-provided display device attached to the customer's (called party's) line or set.

Unless the calling party number blocking is activated, the telephone numbers and names associated with all calls originating from appropriately equipped switches will be displayed.

**Distinctive Ringing**

Allows customers to designate up to ten numbers for which, when someone calls from one of the designated numbers the phone emits one unique distinctive ring. Customers can easily add and delete numbers from their Distinctive Ringing lists, as well as turn Distinctive Ringing on or off.

**Privacy Manager**

This feature will intercept all unidentified calls to end users who have Caller ID with Name. End users will be able to screen their incoming calls and either accept the call, reject the call or transfer the call to a pre-recorded sales screener message.

**Repeat Dialing**

This feature enables a Customer to reach a called party whose number is busy without having to continually redial the telephone number. The busy number will automatically be dialed, for a thirty (30) minute period, until it becomes available. The caller can make and receive

LOCAL EXCHANGE SERVICE DESCRIPTION (cont.)

calls during the 30 minute period that the busy number is being dialed. The caller will receive a special ring back when both numbers are freed for use. The feature can also be used to recall a called party after the conversation has been terminated.

**Remote Call Forwarding (RCF)**

Allows all calls placed to a RCF customer's telephone number (the call forwarding location) are automatically forwarded by Telephone Company central office equipment to a designated terminating station of such RCF customer which is located in an exchange area of the Telephone Company or another telephone company.

**Wait and See**

With standard Caller ID service, end-users who have call waiting cannot see the waiting call displayed on their Caller ID unit. The wait and see enhancement allows the end-user to see the number (and name, if applicable) of the waiting call. Note: End-users must have Caller ID with Name feature for the name to display.

APPLICATION OF RATES

5.1 General

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

5.2 Charges Based on Duration of Use

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

- A. Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- B. Timing on a completed call begins when the called party answers the call. Answering is determined by hardware answer supervision in all cases where this signaling is provided by terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C. Timing terminates on calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D. Calls originating in one time period and terminating in another will be billed proportion to the rates in effect during different segments of the call.
- E. All times refer to local time.

5.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

- A. Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as references in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number).

APPLICATION OF RATES (cont.)

5.3 Rates Based Upon Distance (cont.)

B. The airline distance between any two-rate centers is determined as follows:

- (1) Obtain the “V” (vertical) and “H” (horizontal coordinates for each rate center from the above-referenced Bellcore document.
- (2) Compute the difference between the “V” coordinates of the two rate centers: ant the difference between the two :H: coordinates.
- (3) Square each difference obtained in step (2) above.
- (4) Add the square of the “V” difference and the square of the “H” difference obtained in step (3) above.
- (5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- (6) Obtain the square root of the whole number result obtained above. Round to the net higher whole number if any fraction is obtained. This is the airline mileage.
- (7) Formula = 
$$\frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

5.4 Rate Periods

Unless otherwise specified, Day rates shall apply 8:00 AM to 5:00 PM Monday through Friday. Evening rates shall apply 5:00 PM to 11:00 PM Monday through Friday and Sunday. Night/Evening rates shall apply all other times.

5.5 Holidays

For the following holidays, the Evening rate will apply unless a lower rate would normally apply:

- |                          |                  |
|--------------------------|------------------|
| New Year’s Day           | Labor Day        |
| Martin Luther King’s Day | Columbus Day     |
| President’s Day          | Veteran’s Day    |
| Memorial Day             | Thanksgiving Day |
| Independence Day         | Christmas Day    |

APPLICATION OF RATES (cont.)

5.6 Municipal Franchise Payments

Whenever the Company incurs an obligation (or an increase thereof) under a franchise ordinance to pay a municipality an amount measured by the revenue from providing communications services, the Company may charge its customers within the corporate limits of that municipality, in addition to all other lawful rates and charges:

- A. An amount equal to the franchise payment, and;
- B. An amount equal to the increase, if any, in taxes and other payments to government bodies resulting from the collections hereunder, by the addition of a uniform percentage to amounts billed for intrastate services within the municipality.

These provisions will be automatically applied upon the effective date of the municipal franchise ordinance to which they pertain.

5.7 Taxes

The customer is responsible for payment of all state, local and E911 taxes, surcharges, utility fees or other similar fees (i.e. sales tax, municipal utilities tax) that may be levied by the governing body or bodies in conjunction with or as a result of the service furnished under this tariff. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in the tariff. The Company shall not assess separately any fees or surcharges other than government approved sales taxes, without seeking Commission approval under the appropriate procedures required by the Commission in Case No. 95-845-TP-COL. The Company shall comply with Commission procedures by sending notice to all customers informing them of the new line item charges. Additionally, an addendum to the price list stating what the line item charge is and the length of time the charges will be imposed will be filed with the Commission.

PRICING

<b>Residential Rates</b>					
<b>Feature or Service</b>	<b>USOC</b>	<b>Tariff Reference</b>	<b>Minimum Price</b>	<b>Maximum Price</b>	<b>Actual Price</b>
Establish Service			\$15.89	\$19.42	\$17.65
Line Connection			\$9.54	\$11.66	\$10.60
To establish 1 or more custom or advanced custom calling feature			\$16.65	\$20.35	\$18.50
Feature Change			\$5.40	\$6.60	\$6.00
Phone number changes			\$8.82	\$10.78	\$9.80
Restoral Charge after temp susp			\$30.02	\$36.69	\$33.35
Network Access Area A			\$0.00	\$0.00	
Network Access Area B			\$6.03	\$7.37	\$6.70
Network Access Area C			\$6.12	\$7.48	\$6.80
Network Access Area D			\$6.12	\$7.48	\$6.80
Call Waiting	ESX		\$3.89	\$4.76	\$4.33
Call Forwarding	ESM		\$3.60	\$4.40	\$4.00
3-Way Calling	ESC		\$3.60	\$4.40	\$4.00
Automatic CallBack	NSQ		\$3.89	\$4.75	\$4.32
Repeat dialing	NSS		\$3.89	\$4.75	\$4.32
Call Screening	NSY		\$3.60	\$4.40	\$4.00
CallerID	NSD		\$5.40	\$6.60	\$6.00
Caller/Name	NNK		\$1.76	\$2.15	\$1.95
Privacy Manager	WHO		\$3.56	\$4.35	\$3.95
Talking Call waiting	TW1		\$2.25	\$2.75	\$2.50
Busy Line Transfer	EVB		\$0.00	\$0.00	
Connect Direct			\$0.00	\$0.00	
Distinctive Ringing	MSK		\$0.00	\$0.00	
Alternate Answer	EVD		\$0.00	\$0.00	
Message Waiting Indicator	MWN		\$0.00	\$0.00	
Star code to access VM	SQAVX		\$0.00	\$0.00	
Multi Ring Serv	DRS1X		\$0.00	\$0.00	
Remote Call forwarding	RCF		\$0.00	\$0.00	
Extra Listings	RLT		\$0.89	\$1.09	\$0.99
Private Listing	NPU		\$1.19	\$1.45	\$1.32
Ameritech Featurelink			\$0.00	\$0.00	
Directory Ass			\$0.27	\$0.33	\$0.30
Speed Calling			\$6.12	\$7.48	\$6.80

PRICING (cont.)

<b>Residential Rates, (Cont.)</b>					
<b>Feature or Service</b>	<b>USOC</b>	<b>Tariff Reference</b>	<b>Minimum Price</b>	<b>Maximum Price</b>	<b>Actual Price</b>
<b>PAY Per Use</b>			\$0.00	\$0.00	
3-Way			\$0.63	\$0.77	\$0.70
Auto CallBack			\$0.63	\$0.77	\$0.70
Repeat Dialing			\$0.68	\$0.83	\$0.75
Call Trace			\$3.15	\$3.85	\$3.50
<b>USAGE</b>					
<b>measured rate</b>					
0-10 miles	initial minute		\$0.03	\$0.04	\$0.04
	add. Minute		\$0.01	\$0.01	\$0.01
11-22 miles	initial minute		\$0.04	\$0.04	\$0.04
	add. Minute		\$0.01	\$0.01	\$0.01
23 and over	initial minute		\$0.04	\$0.05	\$0.04
	add. Minute		\$0.02	\$0.02	\$0.02
Flat Rate			\$6.80	\$8.31	\$7.55

PRICING (cont.)

<b>Business Rates</b>					
Feature or Service	USOC		Minimum Price	Maximum Price	Actual Price
Establish Service			\$22.95	\$28.05	\$25.50
Line Connection			\$21.92	\$26.79	\$24.35
To establish 1 or more custom or advanced custom calling feature			\$16.65	\$20.35	\$18.50
Feature Change			\$6.57	\$8.03	\$7.30
Phone number changes			\$8.82	\$10.78	\$9.80
Restoral Charge after temp susp			\$30.02	\$36.69	\$33.35
Network Access Area A			\$0.00	\$0.00	
Network Access Area B			\$16.43	\$20.08	\$18.25
Network Access Area C			\$18.00	\$22.00	\$20.00
Network Access Area D			\$18.00	\$22.00	\$20.00
Call Waiting	ESX		\$4.50	\$5.50	\$5.00
Call Forwarding	ESM		\$3.60	\$4.40	\$4.00
3-Way Calling	ESC		\$3.60	\$4.40	\$4.00
Automatic CallBack	NSQ		\$3.60	\$4.40	\$4.00
Repeat dialing	NSS		\$36.00	\$44.00	\$40.00
Call Screening	NSY		\$3.60	\$4.40	\$4.00
CallerID	NSD		\$6.30	\$7.70	\$7.00
Caller/Name	NNK		\$2.25	\$2.75	\$2.50
Privacy Manager	WHO		\$3.56	\$4.35	\$3.95
Talking Call waiting	TW1		\$0.00	\$0.00	
Busy Line Transfer	EVB		\$0.00	\$0.00	
Connect Direct			\$0.00	\$0.00	
Distinctive Ringing	MSK		\$0.00	\$0.00	
Alternate Answer	EVD		\$0.00	\$0.00	
Message Waiting Indicator	MWN		\$0.00	\$0.00	
Star code to access VM	SQAVX		\$0.00	\$0.00	
Multi Ring Serv	DRS1X		\$0.00	\$0.00	
Remote Call forwarding	RCF		\$0.00	\$0.00	
Extra Listings	RLT		\$0.89	\$1.09	\$0.99
Private Listing	NPU		\$1.19	\$1.45	\$1.32
Ameritech Featurelink			\$8.10	\$9.90	\$9.00
Directory Ass			\$0.54	\$0.66	\$0.60
Speed Calling			\$0.00	\$0.00	

