MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services Ohio Local Exchange Services Catalog Schedule No. 3 (Enterprise Non-Current Services)

Effective October 1, 2018

MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services

Ohio Local Exchange Services Catalog Schedule No. 3 (Enterprise Non-Current Services)

This Ohio Local Exchange Services Catalog Schedule No. 3 (Enterprise Non-Current Services) sets forth the rates, terms and conditions of certain non-current offerings for enterprise customers (i.e., non-mass markets) of Verizon Business which are not otherwise described in the Ohio Local Exchange Services Catalog Schedule No. 2 (Enterprise Current Services). Where applicable, the retail services described in this document were previously set forth in the retail portions of Ohio Local Exchange Services Tariff Nos. 4 (Subsection A), 5 (Subsection B), 6 (Subsection C), 7 (Subsection D), 8 (Subsection E), and 10 (Subsection F) of MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services.

For ease of reference, where applicable the prior section numbers contained in the prior Tariff Nos. 4, 5, 6, 7, 8, and 10 have been retained. Also, the term "tariff" as used in this document, refers to this Catalog Schedule, unless context indicates otherwise.

Any questions regarding this Catalog Schedule, please call 1-866-665-7586.

CHANGE SHEET

This sheet details the most recent revisions made to this Catalog Schedule. Any questions regarding this Catalog Schedule, please call 1-866-665-7586.

Revisions to Local Exchange Services Catalog Schedule No. 3, Effective 10/1/18 SUBSECTION A – MATERIAL PREVIOUSLY SET FORTH IN MCIMETRO PUCO TARIFF NO. 4 PRICE LIST

- Increase of the Local Line flat rate option monthly recurring charges (Plan 1 and 2).

SUBSECTION A - MATERIAL PREVIOUSLY SET FORTH IN MCIMETRO PUCO TARIFF NO. 4

Effective on or after October 1, 2016, MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services will no longer offer the following Operator Services features in the United States and internationally: Busy Line Verification or Interrupt, Person-to-Person, 3rd Number Billing, and Collect Call services.

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(Intentional gaps in section numbering)

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SECTION 3

3. Service Descriptions

- 3.1 <u>Local Exchange Service</u>: The Company's Local Telephone Service provides a Customer with the ability To connect to the Company's switching network which enables the Customer to:
 - place or receive calls to any calling Station in the local calling area, as defined herein;
 - access 911 Emergency Service;
 - access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
 - access Operator Services;
 - access Directory Assistance for the local calling area;
 - place or receive calls to 800 telephone numbers;
 - access Telephone Relay Service;
 - minimum Baud Rate of 9600

The Company's service cannot be used to originate calls to other telephone companies caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch.

3.1.1 Service Areas

- A. <u>Plan 1</u>: For company-provided facility based service, where facilities are available, service areas are defined on the Ohio specific page in the Service Publication and Price Guide ("Guide", www.verizonbusiness.com/Guide).
- B. <u>Plan 2</u>: For service provisioned via UNE-Platform or resale ("UNE-P"), service areas are areas are defined on the Ohio specific page in the Service Publication and Price Guide ("Guide", www.verizonbusiness.com/Guide).

Local Calling Areas

- A. Plan 1: For company-provided facility based service, exchanges and zones included in the local calling area for each of the NXX designations are specified areas are defined on the Ohio specific page in the Service Publication and Price Guide ("Guide", www.verizonbusiness.com/Guide).
- B. Plan 2: For service provisioned via UNE-Platform or resale ("UNE-P"), exchanges and zones included in the local calling area are the same as those of the ILEC.
- 3.1.2 <u>Local Line</u>: Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.
 - 3.1.2.1 <u>Standard Features</u>: Each Local Line Customer is provided with the following standard features:
 - Call Forward Busy, No Answer and Variable
 - Call Hold
 - Call Park
 - Call Pickup (Group Call Pickup or Directed Call Pickup)
 - Call Transfer, Consultation and Conference
 - Call Waiting
 - Call Waiting-Cancel
 - Class of Service
 - Conference Six-Way
 - Customer Group Dialing Plan
 - Do Not Disturb
 - Per Call Number Delivery Blocking
 - Touch-tone dialing
 - Toll Restriction Blocking
 - Message Waiting
 - Serial Hunting
 - Speed Call
 - 3.1.2.2 Optional Features: A Local Line Customer may order the following optional features, at the rates specified in Section 3.1.2.3.3:

Calling Number Delivery
Per Line Number Delivery Blocking
Call Trace
Remote Call Forwarding*

Per Line Number Delivery Blocking will be provided with no recurring monthly charge to nonpublished customers. The monthly recurring charge for published customers and for

nonlisted customers shall be the same as the charge for nonpublished numbers set forth at Section 3.1.2.3.2.

- Customers who subscribe to Local Line via UNE-P are not eligible to utilize Remote Call Forwarding (RCF).
- 3.1.2.3 <u>Local Line Rates and Charges:</u> A Local Line Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and usage charges as specified in Sections 3.1.2.3.1, 3.1.2.3.2 and 3.1.2.3.4, respectively. Local Line charges will vary based on whether the Customer chooses the per call or measured rate option, as specified in Section 3.1.2.3.2. The applicable usage rates in Section 3.1.4 will apply.

3.1.2.3.1 Non-Recurring Charges

Line Connection Charge (per line)

See Price List

Account Setup (per account)

Account Changes (Moves, Changes, Additions) (per change)

Account Changes (per billing record change)

Line Restoral Charge (per line)

(Applies for line restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.)

Suspension of Service

Restoral Charge (per line)

(Applies for line restoral after Customer-initiated suspension.)

Order Expedite Charge (per line)

Due Date Change (per occurrence)

3.1.2.3.2 Monthly Recurring Charges

Local Line - Line Charge (per line)

Plan 1:

Measured Option

See Price List

Per Call Option
Flat with Cap – Lines*
Plan 2:
Measured Option
Per Call Option
Flat Rate Option
Call Trace**

- * Effective March 1, 2001, this calling option will not be available to new subscribers.
- ** Customers may choose Call Trace on a monthly subscription basis or on a per trace basis. The monthly maximum per trace charge is \$25, and customers will only be charged for successful activation if choosing the per trace option.

3.1.2.3.3 Optional Features:

Calling Number Delivery See Price List
Per Line Number Delivery Blocking
Selective
Complete
Call Trace (Per Trace Option)

Remote Call Forwarding*

* Customers who subscribe to Local Line via UNE-P are not eligible to utilize Remote Call Forwarding (RCF).

See Price List

Call Forward-Busy
Call Forward-No Answer
Call Transfer or 3-Way Conference
(Mutually Exclusive)
Call Waiting/Cancel Call Waiting
Caller Id-Number
Calling Number Delivery
Calling Number Deliver Blocking
(Complete)
Speed Dial-8 Speed Dial-30
(Mutually Exclusive)
Call Trace* (Monthly Service)
Call Trace* (Per Trace Option)

Feature Package 1

Toll Restriction

Includes the Standard Features above and the following Optional Features: Call Transfer or 3-Way Conference Calling (Mutually Exclusive)

Call Forward-Busy
Call Forward-No Answer
Speed Dial-8

Feature Package 2

Includes the Standard Features above, the features in Feature Package 1 plus each of the following:

Speed Dial-8 or Speed Dial-30 (Mutually Exclusive) Toll Restriction

- * Customers may choose Call Trace on a monthly subscription basis or on a per trace basis. The monthly maximum per trace charge is \$25, and customers will only be charged for successful activation if choosing the per trace option.
- 3.1.2.3.4 <u>Usage Rates</u>: The rates in Section 3.1.4 will apply.
- 3.1.2.4 General: IntraLATA Presubscription is a procedure whereby a subscriber designates to the Telephone Company the carrier which the subscriber wishes to be the carrier of choice for IntraLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. IntraLATA presubscription does not prevent a subscriber who has presubscribed to an IntraLATA toll carrier from using carrier access codes or additional dialing to direct call to an alternative IntraLATA toll carrier or a per call basis.

IntraLATA Presubscription will become effective upon the initial offering of certified local exchange service.

3.1.2.4.1 General: IntraLATA Presubscription is a procedure whereby a subscriber designates to the Telephone Company the carrier which the subscriber wishes to be the carrier of choice for IntraLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. IntraLATA presubscription does not prevent a subscriber who has presubscribed to an IntraLATA toll carrier from using carrier access codes or additional dialing to direct call to an alternative IntraLATA toll carrier or a per call basis.

IntraLATA Presubscription will become effective upon the initial offering of certified local exchange service.

3.1.2.4.2 IntraLATA Presubscription Options:

Option A: Subscriber may select the Telephone Company as the presubscribed carrier for IntraLATA toll calls subject to presubscription.

Option B: Subscriber may select his/her interLATA toll carrier as the presubscribed carrier for IntraLATA toll calls subject to presubscription.

Option C: Subscriber may select a carrier other than the Telephone Company or the subscriber's interLATA toll carrier as the presubscribed carrier for IntraLATA toll calls subject to presubscription.

Option D: Subscriber may select no presubscribed carrier for IntraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access codes to route all intraLATA toll calls to the carrier of choice for each call.

3.1.2.4.3 Rules and Regulations:

Subscribers of record will retain the current dialing arrangement until they request that their dialing arrangements be changed.

Subscribers of record or new subscribers may select either Option A, B, C, or D for IntraLATA Presubscription.

Subscribers may change their selected Options and/or their presubscribed IntraLATA toll carrier at any time subject to charges specified in Section 3.1.2.4.5 below.

3.1.2.4.4 IntraLATA Presubscription Procedures:

New subscribers will be asked to select an IntraLATA toll carrier(s) at the time the subscriber places an order to establish local exchange service with the Telephone Company. The Telephone Company will process the subscriber's order for IntraLATA service. The selected carrier(s) will confirm their respective subscribers' verbal selection by third-party verification or return written confirmation notices. All new subscribers' initial requests for IntraLATA toll service presubscription shall be provided free of charge. If a new subscriber is unable to make a selection at the time the new subscriber places an order to establish local exchange service, the Telephone Company will read a random listing of all available IntraLATA carriers to aid the subscriber selection. If selection is still not possible, the Telephone Company will inform the subscriber that he/she will be given 90 calendar days in which to inform the Telephone Company of an IntraLATA toll carrier presubscription selection free of charge. Until the subscriber informs the Telephone Company of his/her choice for IntraLATA toll carrier, the subscriber will not have a presubscribed IntraLATA toll carrier, but rather will be required to dial a carrier access code to route all IntraLATA toll calls to the carrier(s) of choice. Subscribers who inform the Telephone Company of a choice for IntraLATA toll presubscription within the 90-day period will not be assessed a service charge for the initial subscriber request.

Subscribers of record may initiate an IntraLATA presubscription change at any time subject to the charges specified in Section 3.1.2.4.5 below. If a customer of record inquires of the Telephone Company of the carriers available for IntraLATA toll presubscription, the Telephone Company will read a random listing of all available IntraLATA carriers to aid the subscriber in selection.

- 3.1.3 <u>Local Trunk</u>: Local Trunk(s) provide Customer with voice-grade communication channel(s) to the Customer's Private Branch Exchange (PBX) or Hybrid Key System. Local Trunks can be provisioned as either analog* or digital and will be provided in the following manner:
 - * Effective June 1, 2011, installation of new circuits for Local Basic One Way Outbound, One Way Inbound, or Two Way analog trunks is no longer available to new or existing customers. Existing customers can no longer add circuits, make changes to or move existing service.
 - 3.1.3.1 <u>Local Trunk-Basic</u>: Local Trunk Basic can be used to carry one-way outbound traffic, one-way inbound or two-way traffic.
 - 3.1.3.1.1 One-Way Outbound: Provides the Customer with a single analog* or digital connection which is restricted to carry outbound traffic only.
 - 3.1.3.1.2 One-Way Inbound or Two-Way: Provides the Customer with a single analog* or digital connection which can carry one-way inbound or two-way traffic.
 - * Effective June 1, 2011, installation of new circuits for Local Basic One Way Outbound, One Way Inbound, or Two Way analog trunks is no longer available to new or existing customers. Existing customers can no longer add circuits, make changes to or move existing service.

3.1.3.1.2.1 Features: The following features are available:

Multiline Hunting Serial Hunting Distributed Line Hunting

Optional Features:
Digital Interface
Remote Call Forwarding
Overflow Routing

3.1.3.1.3 <u>Local Trunk-Basic Rates and Charges</u>: A Local Trunk - Basic Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and usage charges as specified in Sections 3.1.3.1.3.1, 3.1.3.1.3.2 and 3.1.3.1.3.3, respectively.

<u>Digital Interface</u>: Digital Interface provides DS-1 digital transmission facility operating at 1.544 Mbps and time division multiplexed into 24 channels for the connection of Basic (DID trunks to the Customers PBX or trunk-capable Key System.) Digital Interface can be used to carry one-way or two-way traffic, Direct Inward Dialing, or a combination of thereof. Applicable Non-Recurring and Recurring charge can be found in Section 3.1.3.1.3.1 and 3.1.3.1.3.2.

3.1.3.1.3.1 Non-Recurring Charges

Line Connection Charges (per Trunk)

See Price List

Account Setup

Account Changes (Moves, Changes, Additions) (per change)

Account Changes (Per Billing Record Change)

Line Restoral Charge (per trunk)

(Applies for trunk restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.)

Suspension of Service Restoral Charge (per trunk)

(Applies for trunk restoral after Customer-initiated suspension.)

Order Expedite Charge (per trunk)

Due Date Change (per occurrence)

T-1 Order Expedite Charge (per T-1)

Local T-1 Installation Charge (per T-1)

3.1.3.1.3.2 Monthly Recurring Charges

Local Trunk - Basic Charge (per Trunk)

Measured Option
Per Call Option

See Price List

Flat with Cap – Trunks*

* Effective March 1, 2001, this calling option will not be available to new subscribers.

Optional Features
Remote Call Forwarding
Overflow Routing

- 3.1.3.2 <u>Local Trunk Direct Inward Dialing (DID)</u>: Provides the Customer with a single analog* or digital connection which can carry one-way, inbound traffic.
 - * Effective April 1, 2001, analog DID service will not be available to new subscribers.
 - * Effective June 1, 2011, installation of new circuits for Local Basic One Way Outbound, One Way Inbound, or Two Way analog trunks is no longer available to new or existing customers. Existing customers can no longer add circuits, make changes to or move existing service.
 - 3.1.3.2.1 <u>Direct Inward Dialing Numbers</u>: Telephone numbers can be obtained in blocks of 20 numbers. Additional monthly charges will apply, as specified in Section 3.1.3.2.5.
 - 3.1.3.2.2 <u>Direct Inward Dialing Rates and Charges</u>: A Customer who orders a Local Trunk DID trunk will be charged applicable Non-Recurring Charges and monthly Recurring Charges as specified in Sections 3.1.3.2.5 and 3.1.3.2.6.
 - 3.1.3.2.3 <u>Digital Interface</u>: Digital Interface provides DS-1digital transmission facility operating at 1.544 Mbps and time division multiplexed into 24 channels for the connection of Basic (DID trunks to the Customers PBX or trunk-capable Key System.). Digital Interface can be used to carry one-way or two-way traffic, Direct Inward Dialing, or a combination of thereof. Applicable Non-Recurring and Recurring charge can be found in Section 3.1.3.2.5 and 3.1.3.2.6.
 - 3.1.3.2.4 Optional Features:

 Remote Call Forwarding

Overflow Routing

3.1.3.2.5 Non-Recurring Charges

Installation: See Price List

Each DID Connection (per trunk)

DID number charge
First block of 20 numbers
Each Add'l block of 20 numbers

Account Setup (per account)

Account Changes (Moves, Changes, Additions) (per change)

Account Changes (per Billing Record change)

Line Restoral Charge (per Trunk)

(Applies for trunk restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.)

Suspension of Service Restoral Charge (per trunk)

(Applies for trunk restoral after Customer-initiated suspension.)

Order Expedite Charge (per Trunk)

Due Date Change (per occurrence)

T-1 Order Expedite Charge (per T-1)

Local T-1 Installation Charge (per T-1)

3.1.3.2.6 Monthly Recurring Charges

Local Trunk - DID Charge (per trunk) See Price List
Digital
Analog*

DID number charge (per block of 20 numbers)

(Per block of 1000 numbers after an initial purchase of 2000 numbers in a Metropolitan Statistical Area (MSA) from a single Company switch.)**

Rates for a volume of Numbers greater than 1000 will be provided on an Individual Case Basis.***

* Effective April 1, 2001, analog DID service will not be available to new subscribers.

- * Effective June 1, 2011, installation of new circuits for Local Basic One Way Outbound, One Way Inbound, or Two Way analog trunks is no longer available to new or existing customers. Existing customers can no longer add circuits, make changes to or move existing service.
- ** This charge applies to orders placed on or after January 15, 2001.
- *** Effective January 15, 2001, rates for a volume of Numbers greater than 1000 will no longer be provided on an Individual Case Basis.

Optional Features: Remote Call Forwarding Overflow Routing

- 3.1.3.3 Intentionally left blank
- 3.1.3.4 <u>Local Trunk 2 Way Direct:</u> Provides the customer with a two-way direct dial digital or analog* connection which can carry both inbound and outbound traffic and the ability to route a block of numbers to a trunk group, receive outpulsed digits on calls incoming through that trunk group and make outgoing calls using the same trunks.
 - * Effective April 1, 2001, analog 2 Way Direct service will not be available to new subscribers.
 - * Effective June 1, 2011, installation of new circuits for Local Basic One Way Outbound, One Way Inbound, or Two Way analog trunks is no longer available to new or existing customers. Existing customers can no longer add circuits, make changes to or move existing service.
 - 3.1.3.4.1 <u>2 Way Direct Dialing Numbers:</u> Telephone numbers can be obtained in blocks of 20 numbers. Non-Recurring charges and monthly recurring charges will apply, as specified in Sections 3.1.3.4.5 and 3.1.3.4.6, and Price List Sheet 7.
 - 3.1.3.4.2 <u>2 Way Direct Rates and Charges:</u> A customer who orders a Local Trunk will be charged applicable Non-Recurring Charges, Monthly Recurring Charges and Usage Charges as specified in Sections 3.1.3.4.5 and 3.1.3.4.6 and 3.1.4, and Price List Sheets 7 and 9.
 - 3.1.3.4.3 Standard Features:

Hunting (Circular, Sequential, Uniform Call Distribution)
Touchtone
Calling Number Delivery Blocking (Selective)

3.1.3.4.4 Optional Features:

Calling Number Delivery Blocking (Complete) Remote Call Forwarding Overflow Routing

3.1.3.4.5 Non-Recurring Charges:

Each DID Connection (per trunk):

See Price List

DID Number Charge Initial Block of 20 Numbers: Each Add'l block of 20 numbers

Account Setup: (Per Account)

Account Changes: (Moves, Changes, Additions) (Per Change)

Account Changes: (Per Billing Record change)

Line Restoral Charge (Per Trunk)

(Applies for line restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.)

Suspension of Service Restoral Charge (per Trunk)

(Applies for line restoral after Customer-initiated suspension.)

Order Expedite Charge (per Trunk)

Due Date Charge (per occurrence)

T-1 Order Expedite Charge (per T-1)

Local T-1 Installation Charge (per T-1)

3.1.3.4.6 Monthly Recurring Charges:

Local Trunk - 2 Way Direct Charge (per trunk)

Flat with Cap-Trunks:* Per Minute Option Analog**

See Price List

Digital
Per Call Option
Analog**

Digital

DID number charge:

(per each block of 20 numbers)

(Per block of 1000 numbers after an initial purchase of 2000 numbers in a Metropolitan Statistical Area (MSA) from a single Company switch.)***

Rates for a volume of Numbers greater than 1000 will be provided on an Individual Case Basis, subject to P.U.C.O. approval.****

- * For Local Trunk Cap, see Section 3-3.1.6. Effective March 1, 2001, this calling option will not be available to new subscribers.
- ** Effective April 1, 2001, analog 2 Way Direct service will not be available to new subscribers.
- ** Effective June 1, 2011, installation of new circuits for Local Basic One Way Outbound, One Way Inbound, or Two Way analog trunks is no

longer available to new or existing customers. Existing customers can no longer add circuits, make changes to or move existing service.

*** This charge applies to orders placed on or after January 15, 2001.

**** Effective January 15, 2001, rates for a volume of Numbers greater than 1000 will no longer be provided on an Individual Case Basis.

Optional Features

Calling Number Delivery Blocking (Complete): See Price List Remote Call Forwarding:

Overflow Routing

- 3.1.3.5 <u>Digital T-1 Service</u>:* Digital T-1 Credit Program provides a discounted rate for customers who purchase digital Local Trunk-Basic Flat with Cap-Trunks, digital Local Trunk-Basic Per Minute Option, digital Local-Trunk Per Call Option, digital Local Trunk-DID or Digital Local Trunk-2 Way Direct in blocks of 24 trunks (an entire T-1). Customers who order an entire T-1 will be charged applicable non-recurring trunk and monthly recurring trunk charges as specified below for Local Trunk depending on service for which customer subscribes. Terms, conditions, and other charges, as described elsewhere in this Tariff, apply as appropriate.
 - * Effective 11/12/98, Digital T-1 Service will only be available to existing customers who have enrolled their existing T-1's in this service.
 - 3.1.3.5.1 Non-Recurring Charges: Applicable rates for non-recurring charges for Local Trunk-Basic Measured Option, Per Call Option and Flat with Cap-Trunk) Local Trunk-DID and Local Trunk-2 Way Direct will apply as specified in sections 3.1.3.1.3.1, 3.1.3.2.2.1, and 3.1.3.4.2.
 - 3.1.3.5.2 Monthly Recurring Charges:* Customers enrolling in this service will receive the following monthly recurring Local Trunk-Basic (Measured Option, Per Call Option, and Flat with Cap-Local Trunk option), Trunk-DID and Local Trunk-2 Way Direct charge lieu of those in sections 3.1.3.1.3.2, 3.1.3.2.2.2 and 3.1.3.4.2 for each trunk per T-1.
 - Effective 11/12/98, Digital T-1 Service will only be available to existing customers who have enrolled their existing T-1's in this service.

Local Trunk-Basic (Measured/per Call options) (Digital) See Price List

Local Trunk-Basic (Flat with Cap-Local Trunk) (Digital)

Local Trunk-DID/2 Way Direct (Digital) (per trunk)

In addition to the above charges, additional rates for usage and monthly recurring charges may apply, as specified in Sections 3.1.3.1.3.2, 3.1.3.2.2.2, 3.1.3.4.2, 3.1.4, 3.1.5 and 3.1.6.

Customers must retain their original T-1 configuration. Customers who disconnect trunks from the original T-1 configuration will no longer receive the

trunk rate listed above, but will receive the trunk rates as specified in section 3.1.3.1.3.2, 3.1.3.2.2.2 and 3.1.3.4.2. Customers may enroll more than one T-1 in this service. T-1 configurations which combine types of trunks are not eligible for the monthly discounted rate.

3.1.3.6 Local Plus Program

Beginning January 1, 2004, Local Plus Program will no longer be available to new subscribers.

- 3.1.3.6.1 Eligibility: To be eligible for this program, customers:
 - must subscribe to service under Special Customer Arrangement (SCA) Guide Type 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, or 12 as described in the Company's Service Publication and Price Guide located on the Company's site at www.verizonbusiness.com;
 - must be a new facilities based business customer or an existing facilities based business customer who is eligible for renewal under their existing term plan agreement.

3.1.3.6.2 <u>Definitions:</u>

Eligible Charges: Monthly recurring charges for Local Line, Local Trunk-Basic, Local Trunk-DID, Local Trunk-2 Way Direct, Local ISDN-PRI T-1 charge, Local Trunk T-1 charge, DID number charge and optional features.

3.1.3.6.3 Features:

The following features are available for Local Line service in addition to the Local Line Standard Features.

Non-recurring
Feature Package 1
Feature Package 2
Call Waiting/Cancel Call Waiting
Caller ID with Name and Number
Remote Call Forwarding*
(per each path line)

Monthly Recurring See Price List

 Customers who subscribe to Local Line via UNE-P are not eligible to utilize Remote Call Forwarding (RCF).

Features and applicable feature charges for Local Trunk-Basic, Local Trunk-DID, Local Trunk-2 Way Direct and ISDN-PRI are available as described in Sections 3-3.1.3.1, 3-3.1.3.2, 3-3.1.3.4, 7-7.2. Blocks of telephone numbers can be obtained in blocks of 20 DID numbers for Local Trunk-DID and Local Trunk-2 Way Direct service. Applicable monthly recurring charges will apply for blocks of 20 DID numbers as specified in Sections 3-3.1.3.2.6 and 3-3.1.3.4.6.

- 3.1.3.6.4 Non-Recurring Charges: Applicable non-recurring charges apply to services under this program as specified in Sections 3-3.1.2.3.1, 3-3.1.3.1.3.1, 3-3.1.3.2.5, 3-3.1.3.4.5, 7-7.3.1.
- 3.1.3.6.5 Monthly Charges: The following flat rate monthly recurring charge applies in lieu of monthly recurring charges for these services as specified elsewhere in

this tariff:

Local Line (Per line)

Plan 1:

Price List

Plan 2:

Local Trunks (Basic, DID and 2 Way Direct) (Per trunk) Local Trunks (Basic, DID and 2 Way Direct) (Per T-1) Local ISDN-PRI (Per T-1)

3.1.3.6.5.1 <u>Benefits</u>: Upon installation of Companion Intrastate Service, Companion Interstate Service and Local Service, customers will receive unlimited local exchange service usage.

3.1.3.6.6 Discounts:

Beginning July 18, 2006, these discounts will no longer be available to new subscribers.

These discounts are identical to, and shall not be in addition to, discounts applicable to Companion Intrastate Service and Companion Interstate Service. A discount will be provided on the monthly recurring plan charge and monthly recurring charges for optional features and feature packages, in lieu of all other discounts, in response to competitive marketplace conditions. To be eligible for this discount, Customer must; 1) demonstrate to the Company's reasonable satisfaction that it will accept another exchange carriers offer in absence of any further inducement, and 2) commit to a new term of service that equals or exceeds 1 year for up to a 5% discount, 2 years for up to a 15% discount and 3 or more years for up to a 15% discount.

<u>Discounts</u>: These discounts are identical to, and shall not be in addition to, discounts applicable to the Local Plus Program pricing plan for intrastate and interstate long distance service. A discount will be provided on the monthly recurring charges, in lieu of all other discounts, in response to competitive marketplace conditions. To be eligible for this discount, Customer must; 1) demonstrate to the Company's reasonable satisfaction that it will accept another company's offer in the absence of any further inducement, and 2) commit to a new minimum term of service that equals or exceeds 1 year for up to a 20% discount, or 2 or more years for up to a 25% discount.

- 3.1.3.6.7 <u>Early Termination</u>: Discontinuance of all services prior to the expiration of the committed term constitutes as discontinuance of the plan, and the customer will be billed and required to pay an early termination charge equal to 25 percent of the average of the customer's highest 4 months of billed monthly charges incurred during the length of the term commitment multiplied by the number of months remaining in the unfulfilled term of service. If the terminated plan has been in effect for more than 18 months, only the most recent 18 months are included in the calculation of applicable termination charges.
- 3.1.4 <u>Usage Rates</u>: All Local Exchange Service Customers must order service on a measured or per call basis as stated below. These rates will apply to all outgoing direct-dialed calls placed to Stations within the caller's local exchange area, as defined herein.
 - 3.1.4.1 <u>Measured (Per Minute) Usage Rate</u>: The following rates will be applied on a per minute basis: Peak rates will apply from 8:00 a.m. to 5:00 p.m. Monday through Friday. Off-Peak rates will apply all other times. See Price List

- Per Call Usage Rate: The following rates will be applied on a per call basis. If the 3.1.4.2 computed charge includes a fraction of a cent, the fraction is rounded to the nearest whole cent. See Price List
- 3.1.5 Flat with Cap Lines:* Any customer who exceeds the equivalent of 3,000 minutes multiplied by the number of lines during a billing cycle will be billed for each additional minute at the following rate: See Price List
 - * Effective March 1, 2001, this calling option will not be available to new subscribers.
- 3.1.6 Flat with Cap Trunks:* Any customer who exceeds the equivalent of 10,000 minutes multiplied by the number of trunks during a billing cycle will be billed for each additional minute at the following rate: See Price List
 - Effective March 1, 2001, this calling option will not be available to new subscribers.

3.1.7 Other Services (Cont'd)

3.1.7.1 Selective Call Screening: Selective Call Screening (SCS) is a call processing arrangement designed to restrict certain types of filling options from a line or trunk originating a call. The service is offered to provide customers with a choice of originating call screening options when an operator service system is involved with the call processing. The Selective Call Screening service provides information to the operator services platform (mechanized or live operator) to denote special originating call handling was requested. The following billing options are available: billing as collect, bill to a third party number or billed to a calling card.

> The Company assumes no liability for calls completed by any other entity, carrier or operator services platform as long as the Selective Call Screening code accompanies the call sent to another entity, carrier or operator services platform.

> SCS Customers are responsible for all toll charges billed to their line(s) for calls that re not carried solely over MCI network facilities.

> SCS is offered subject to switch availability on MCI Local Business facilities (lines and trunks).

The following rates and charges apply to Selective Call Screening Service and are in addition to all other charges as specified elsewhere in the tariff.

> Establishing Service Non-Recurring

Monthly Recurring

per line or per trunk

Selective Call Screening, See Price List

(Intentional gap in section numbering)

3.9 Local Service Term Plan

Beginning January 19, 1999, this Term Plan will no longer be available to new subscribers.

Customers who subscribe to facilities based Local Exchange Service and enroll in a Local Service Term Plan are eligible to receive the discounts described below on specific monthly recurring and usage charges based on the Customer's term commitment. The Customer must commit to service for a term of either one, two or three years. The term of the Local Service Term Plan will commence no earlier than

the first of the next billing month in which the Customer subscribes to the plan. The Customer will receive the following discounts in lieu of all other discounts or promotions except for the Local Customer Assurance Promotion on the following recurring charges: Local Line, Local Trunk-Basic, DID/2 Way Direct numbering charges, Local Trunk-DID, 2 Way Direct, Local ISDN/PRI and usage charges.

Term Commitment	Discount
1 year	10%
2 years	15%
3 years	20%
4 years	20%
5 years	20%

The Company will waive applicable install charges for any new lines or trunks ordered by the Customer.

A plan will automatically renew for an equivalent term unless the Customer provides written notification to cancel the Local Service Term Plan. This notice must be received by MCI not less than 30 days prior to the expiration of the Plan.

A customer can terminate a term plan without liability if the customer enrolls in a new term plan with an expiration date later than the current term plans expiration date.

For customers that have enrolled in a networkMCI one long distance term plan or special customer arrangement offered by MCI Telecommunications Corporation the customer's term length may be coterminous with the networkMCI One or special customer arrangement term of service. Accordingly, the customer's actual term may be of shorter duration than the term commitment selected above. If the customer selects a term commitment greater than the term of service of the networkMCI One or special customer arrangement, the cotermination provision shall not apply if MCI provided local exchange service within the customer's local calling area was not available at the time the customer subscribed to networkMCI One long distance service provided by an MCI Telecommunication Corporation.

For those customers who subscribe to a networkMCI One term plan or special customer arrangement, the early termination charges associated with that term plan or special customer arrangement will apply in lieu of the charges specified above. In addition, Customers will be required to repay any credits received as a result of enrolling in the term plan.

Cancellation or Discontinuance with Liability: Discontinuance of local services furnished under the Local Service Term Plan prior to the expiration of the committed term constitutes discontinuance of the plan and the Customer will be billed and required to pay an early termination charge. The early termination charge will be equal to the Customer's highest billed monthly charges incurred during the length of the term commitment multiplied by the number of months remaining in the Customer's term plan. Commission approval of this tariff does not constitute a determination of the reasonableness of the early terminations contained herein.

Cancellation or Discontinuance with Liability: Discontinuance of all local services furnished under the Local Service Term Plan prior to the expiration of the committed term constitutes discontinuance of the plan and the Customer will be billed and required to pay an early termination charge. The early termination charge will be equal to the Customer's highest billed monthly charges incurred during the length of the term commitment multiplied by the number of months remaining in the Customer's term plan. Commission approval of this tariff does not constitute a determination of the reasonableness of the early termination provisions contained herein.

3.11 LD and Local Online Calling Plan

Effective January 20, 2003, the LD and Local Online Calling Plan will no longer be available to new subscribers.

3.11.1 Eligibility:

To be eligible for this plan, the customer:

- must subscribe to this plan via a Company-designated Internet site;
- must designate the Company as its local exchange service carrier and the Company both as its interexchange service carrier for interstate and intrastate calling and as its carrier for intraLATA toll calling;
- must subscribe to the LD and Local Online Calling Plan as described in the companion business service offered in MCI WorldCom Communications, Inc., Tariff F.C.C. No. 6 ("Companion Interstate Service") and must subscribe to LD and Local Online Calling Plan offered in the MCI WorldCom Communications, Inc., P.U.C.O. Tariff No. 2 ("Companion Intrastate Service").
- may not receive service under a Special Customer Arrangement;

3.11.2 Definitions:

For the purposes of this service, the following definitions apply:

"Eligible Local Service" is defined as Local Line, Local Trunk-Basic, Local Trunk-DID, Local Trunk-2 Way Direct, and Local Trunk-ISDN/PRI.

"Existing customers" are customers who, at the time of subscription to the plan, are receiving service under this tariff and the tariff containing the Companion Interstate Service.

"New customers" are customers who, at the time of subscription to the plan, are not receiving service under this tariff and the tariff containing the Companion Interstate Service.

3.11.3 Non-Recurring Charges

The following non-recurring charges will apply for Local Line Connection charge, Local Trunk Line Connection charge and Local ISDN-PRI T-1 Installation Charge:

Non-Recurring Charge See Price List

Local Line (Per Line): Local Trunk-Basic, Local Trunk-DID or Local Trunk-2 Way Direct (Per Trunk): Local ISDN-PRI (Per T-1):

3.11.4 Monthly Recurring Charges:

A monthly recurring charge will apply for each Offering under this plan. This charge is identical to, and shall not be in addition to, any monthly recurring charge applicable to Companion Interstate Service or Companion Intrastate Service. Offerings A and B are available on a per-Local Line basis and Offerings C and D are on a per-Local Trunk basis. The following Monthly recurring charges apply:

Monthly Recurring Charge (per line or per trunk)

Offering
A See Price List
B
C
D

3.11.5 Benefits:

Upon installation of local service and Companion Intrastate Service and Companion Interstate Service the customer will receive an allotment of minutes per monthly period, as follows, that

may be used for Eligible Local Service in that monthly period based on Offering:

<u>Offerings</u>	Allotment (Minutes)
Α	1,000
В	2,000
С	2,000
D	3,000

Customers whose usage exceeds this allotment in any monthly period will be charged \$0.017 per minute for Eligible Local Service that exceeds the allotment. When a call under this offering begins prior to the completion of customer's monthly allotment and ends after completion of the allotment, the customer will be charged \$0.017 per minute for Eligible Local Service for the portion of the call occurring after completion of the allotment.

For customers enrolling in this plan after the first day of a billing cycle, whose allotment begins after the first day of a billing cycle or whose enrollment in this plan ends before the last day of the billing cycle, the allotment will be pro-rated for that billing cycle. Eligible Local Service will be billed in 60-second increments.

3.11.6 Termination of Service:

The following provisions will apply to customers who terminate service, continue to maintain a Company account, and do not subscribe to other services offerings under this tariff:

- For existing customers who disconnect only LD and Local Online Calling Plan under this tariff, the Companion Interstate Service and Companion Intrastate Service will terminate. Customers will then be automatically re-subscribed to the service offering under this tariff and F.C.C No. 6 to which the customer was subscribed at the time of subscription to plan service.
- For existing customers who disconnect from plan service under this tariff and Companion Intrastate Service, the Companion Interstate Service will terminate. Customers will then be automatically re-subscribed to the service offering under F.C.C. No. 6 to which the customer was subscribed at the time of subscription to plan service.
- For new customers who disconnect only plan service under this tariff, the Companion Interstate Service and Companion Intrastate Service will terminate. Customers will then be automatically subscribed to MCI On-Net Services under F.C.C No. 6 and MCI WorldCom On-Net Voice Service under MCI Communications Services, Inc., P.U.C.O. Tariff No. 2.
- For new customers who disconnect plan service under this tariff and Companion Intrastate Service, the Companion Interstate Service under F.C.C. No. 6 and plan service under this tariff will terminate. Customers will then be automatically subscribed to MCI On-Net Services under F.C.C No. 6 for interstate long distance.

3.11.7 Other Conditions:

The portion of a Customer's allotment that is not exhausted at the end of a monthly billing period will not carry over to the next month.

Charges under this plan will not be calculated in satisfaction of any volume requirement. Customers subscribing to this service may not receive the benefits of any discounts or promotions including any term plan discounts except for the Install Waiver Promotion.

3.12 <u>Local and Long Distance Service Plus Plan/Local and Long Distance Service-Trunk Solution/Local and Long Distance Service-Line Solution II</u>

Beginning January 1, 2004, this offering will no longer be available to new subscribers.

Eligibility: To be eligible for this plan, the customer must: i) designate the Company as its local exchange

service carrier and the Company both as its interexchange service carrier for interstate and intrastate calling and as its carrier for intraLATA toll calling; ii) subscribe to the Local and Long Distance Service Plus Plan/Local and Long Distance Service-Trunk Solution/Local and Long Distance Service-Line Solution II as described in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at www.worldcom.com; ("Companion Interstate Service") and must subscribe to the Local and Long Distance Service Plus Plan/Local and Long Distance Service-Trunk Solution/Local and Long Distance Service-Line Solution II offered in MCI Communications Services, Inc., P.U.C.O. Tariff No. 1 ("Companion Intrastate Service"); iii) subscribe to service under Special Customer Arrangement SCA Guide Types 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 or 12 as described in The Guide.

<u>Non-recurring Charges:</u> Applicable non-recurring charges apply to services under this program as specified in Sections 3-3.1.2.3.1, 3-3.1.3.1.3.1, 3-3.1.3.2.5, 3-3.1.3.4.5, and 7-7.3.1.

Monthly Recurring Charges:

The following monthly recurring charges will apply for each Offering under this plan. This charge is identical to, and shall not be in addition to, any monthly recurring charge applicable to Companion Interstate Service or Companion Intrastate Service. Offering A is available on a per-Local Line basis, Offering B is available on a per-Local Trunk basis and Offering C is available on a per-T-1 basis. Monthly recurring charges will apply:

A: Plan 1: See Price List

Plan 2:

B: C:

<u>Benefits</u>: Upon installation of Companion Intrastate Service, Companion Interstate Service and Local Service, customers will receive unlimited local exchange service usage.

<u>Features</u>: The following optional features are available for Local Line service under this plan in addition to the Local Line Standard Features. Applicable non-recurring and monthly recurring charges will apply to optional features as specified in 3-3.1.2.3.1, 3-3.1.2.3.2 and 3-3.1.2.3.3 except that the Feature Package 1 and Feature Package 2 monthly recurring charges which are specified within this program.

Features and applicable feature charges for Local Trunk-Basic, Local Trunk-DID, Local Trunk-2 Way Direct and ISDN-PRI are available as described in Sections 3-3.1.3.1, 3-3.1.3.2, 3-3.1.3.4 and 7-7.2. Blocks of telephone numbers can be obtained in blocks of 20 DID numbers for Local Trunk-DID and Local Trunk-2 Way Direct service.

Local Line Optional Features

Feature Package 1 Caller ID with Name and Number Feature Package 2 Call Waiting/Cancel Call Waiting Vanity Number

 Customers who subscribe to Local Line via UNE-P are not eligible to utilize Remote Call Forwarding (RCF).

Non-Recurring Charge
See Price List

Monthly Recurring Charge

Feature Package 1
Feature Package 2
DID/2 Way Direct Numbers
(per each block of 20 numbers)
Call Waiting/Cancel Call Waiting
Caller ID w/ Name and Number

Discounts:

Effective July 18, 2006, these discounts will no longer be available to new customers.

These discounts are identical to, and shall not be in addition to, discounts applicable to Companion Intrastate Service and Companion Interstate Service. A discount will be provided on the monthly recurring plan charge and monthly recurring charges for optional features and feature packages, in lieu of all other discounts, in response to competitive marketplace conditions. To be eligible for this discount, Customer must; 1) demonstrate to the Company's reasonable satisfaction that it will accept another exchange carriers offer in absence of any further inducement, and 2) commit to a new term of service that equals or exceeds 1 year for a 5% discount, 2 years for up to a 15% discount and 3 or more years for up to a 15% discount.

Discounts:

These discounts are identical to, and shall not be in addition to, discounts applicable to the Local and Long Distance Service Plus Plan/Local and Long Distance Service-Trunk Solution/Local and Long Distance Service-Line Solution II pricing plan for intrastate and interstate long distance service. A discount will be provided on the monthly recurring charges, in lieu of all other discounts, in response to competitive marketplace conditions. To be eligible for this discount, Customer must: 1) demonstrate to the Company's reasonable satisfaction that it will accept another company's offer in the absence of any further inducement, and 2) commit to a new minimum term of service that equals or exceeds 1 year for up to a 20% discount, or 2 or more years for up to a 25% discount.

<u>Termination of Service</u>: The following provisions will apply to customers who terminate service, continue to maintain a Company account, and do not subscribe to other service offerings under this tariff:

- For existing customers who disconnect Companion Local Service only under this tariff, Companion Interstate Service offered under The Guide and Companion Intrastate Service offered in MCI Communications Services, Inc. d/b/a Verizon Business Services, P.U.C.O. Tariff No. 1 will terminate and the customer will be automatically re-subscribed to the service offering under this tariff and The Guide to which the customer subscribed at the time of subscription to this plan.
- For existing customers who disconnect Companion Local Service under this tariff and Companion intrastate Service offered in MCI Communications Services, Inc. d/b/a Verizon Business Services, P.U.C.O. Tariff No. 1, Companion Interstate Service under The Guide and Companion Intrastate Service will terminate and the customer will then be automatically re-subscribed to the service offering under The Guide to which the customer subscribed at the time of subscription to this plan.
- For new customers who disconnect Companion Local Service under this tariff, Companion Interstate
 Service under The Guide and Companion Intrastate Service offered in MCI Communications
 Services, Inc. d/b/a Verizon Business Services, P.U.C.O. Tariff No. 1 will terminate and the customer
 will be automatically subscribed to On Net Voice Services Option 1 under The Guide and MCI On-Net
 Service-Voice under MCI Communications Services, Inc. d/b/a Verizon Business Services, P.U.C.O.
 Tariff No. 1.
- For new customers who disconnect Companion Local Service under this tariff and Companion Intrastate Service offered in MCI Communications Services, Inc. d/b/a Verizon Business Services, P.U.C.O. Tariff No. 1, Companion Interstate Service under The Guide and Companion Intrastate Service under this tariff will terminate and the customer will be automatically subscribed to On Net Voice Services Option 1 under The Guide.

Other Conditions:

Services under this plan are not eligible to receive the benefits of any discounts or promotions including any term plan discounts. Customers who subscribe to service via a company-designated Internet site will receive Electronic Billing invoicing only.

The following disclaimers apply to Local and Long Distance Service Plus Plan/Local and Long Distance Service-Trunk Solution/Local and Long Distance Service-Line Solution II Line-based Service in addition

to those set forth in the Service Attachment. Customer understands that use of the Service is restricted in the following manner: (i) Customer is limited to 30 lines per location, (ii) Customer may not utilize autodialers or any similar type of device in connection with the Service; and (iii) Customer may not utilize the Service in any call center environment or in connection with any similar such application. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT ANY VIOLATION OF THE FOREGOING RESTRICTIONS ON ITS USE OF THE SERVICE WILL RESULT IN THE IMMEDIATE TERMINATION OF THE SERVICE BY VERIZON BUSINESS. Verizon Business will install the Line-based Service from the point of the local exchange carrier's smart-jack to the Customer's premises. Customer will be responsible for all inside wiring and special construction charges.

3.13 Local Nationwide One Program

The Local Nationwide One Program is available to existing facilities-based business customers who order a new T-1 of Digital Local Trunk-Basic, Digital Local Trunk-DID, Digital Local Trunk-2 Way Direct and/or Local ISDN-PRI service (Program Service). To be eligible for this program, an existing customer must be an existing subscriber to an On-Net Term Plan or Local On-Net Term Plan (Term Plan).

<u>Benefits</u>: Enrolled Customers may select a metered plan or flat rate plan per each location. The following monthly recurring charge (Program Charge) per T-1 will apply for the length of the customers term commitment based on the plan selected:

Local Trunk-Basic, Local Trunk-DID and Local Trunk-2 Way Metered Plan Flat Plan Monthly Recurring Charge (Per T-1)
See Price List

Local ISDN-PRI Metered Plan Flat Plan

Customers selecting the Metered Plan will receive the following program monthly usage rates:

<u>1st Minute</u> <u>Each Additional Minute</u> See Price List

The Program Charge is in lieu of the standard tariffed monthly recurring charges for Program Service, usage charges, and any other local promotions or programs.

Other Conditions: Customers selecting the Flat Plan are subject to the Flat with Cap-Trunks minute limit and usage charges as specified in Section 3-3.1.6.

Customers enrolled in the Metered Plan who have more than 70% of their traffic carried via inbound local and have an average off-hook time per call of more than ten minutes are not eligible to receive the benefits of this program.

3.14 Save Program

Beginning March 1, 2004, the Save Program will no longer be available to new subscribers.

Definitions:

An existing customer is a customer who is receiving service under this tariff for at least 12 months prior to enrollment in this program.

Eligibility:

To be eligible for this program, the customer:

- must be an existing facilities based business customer;
- must be in good standing;
- must bill at least \$50 in current charges in any one month prior to enrollment in this program;
- represent to the Company's satisfaction, as determined with the Company's sole discretion, that it will
 enter into another carrier's offer in absence of any further inducement from the Company to remain
 subscribed to Company services.

Benefits:

After enrollment in this program, the Company will provide a one-time credit, not to exceed \$5,000, equal to the net monthly recurring charges billed during the first full invoice after the Company receives notification from the Customer that it wishes to discontinue all service (Program Credit).

Other Conditions:

A Customer who discontinues all service within three months after receiving the Program Credit will be billed and required to repay the Program Credit. A customer will only be eligible to receive one Program Credit in any twelve-month period. Customer's receiving the benefits of this program are not eligible to receive the benefits of any promotional offering.

3.15 Business Advantage Program

Beginning January 1, 2004, Business Advantage Program will no longer be available to new subscribers.

Eligibility: To be eligible for this program, customers:

- must subscribe to service under Special Customer Arrangement (SCA) Guide Types 6, 7, 8, 9, or 10
 as described in the Company's "Service Publication and Price Guide" located on the Company's
 Internet site at www.verizonbusiness.com;
- must be a new facilities based business customer or an existing facilities based business customer who is eligible for renewal under their existing term plan agreement.

Definitions:

Eligible Charges: Monthly recurring charges for Local Line, and optional features.

<u>Features</u>: The following features are available for Local Line service in addition to the Local Line Standard Features.

Non-recurring Monthly Recurring
See Price List

Feature Package 1
Feature Package 2
Call Waiting/Cancel Call Waiting
Caller ID with Name and Number
Remote Call Forwarding (per each path line)*
Vanity Number

 Customers who subscribe to Local Line via UNE-P are not eligible to utilize Remote Call Forwarding (RCF).

<u>Non-Recurring Charges</u>: Applicable non-recurring charges apply to services under this program as specified 3-3.1.2.3.1.

<u>Monthly Charges</u>: The following flat rate monthly recurring charge applies in lieu of monthly recurring charges for these services as specified elsewhere in this tariff:

Local Line (Per line):

Plan 1:

Plan 2:

Discounts:

Effective July 18, 2006, these discounts will no longer be available to new customers.

These discounts are identical to, and shall not be in addition to, discounts applicable to Companion Intrastate Service and Companion Interstate Service. A discount will be provided on the monthly recurring plan charge and monthly recurring charges for optional features and feature packages, in lieu of all other discounts, in response to competitive marketplace conditions. To be eligible for this discount, Customer must; 1) demonstrate to the Company's reasonable satisfaction that it will accept another exchange carriers offer in absence of any further inducement, and 2) commit to a new term of service that equals or exceeds 1 year for a 5% discount, 2 years for up to a 15% discount and 3 or more years for up to a 15% discount.

Discounts:

These discounts are identical to, and shall not be in addition to, discounts applicable to the Business Advantage Program pricing plan for intrastate and interstate long distance service. A discount will be provided on the monthly recurring charges, in lieu of all other discounts, in response to competitive marketplace conditions. To be eligible for this discount, Customer must: 1) demonstrate to the Company's reasonable satisfaction that it will accept another company's offer in the absence of any further inducement, and 2) commit to a new minimum term of service that equals or exceeds 1 year for up to a 20% discount, or 2 or more years for up to a 25% discount.

Other Conditions: The following disclaimers apply to Business Advantage Line-based Service. Customer understands that use of the Service is restricted in the following manner: (i) Customer is limited to 30 lines per location, (ii) Customer may not utilize auto-dialers or any similar type of device in connection with the service; and (iii) Customer may not utilize the Service in any call center environment or in connection with any similar such application. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT ANY VIOLATION OF THE FOREGOING RESTRICTIONS ON ITS USE OF THE SERVICE WILL RESULT IN THE IMMEDIATE TERMINATION OF THE SERVICE BY MCI. MCI will install the Line-based Service from the point of the local exchange carrier's smart-jack to the Customer's premises. Customer will be responsible for all inside wiring and special construction charges.

(Intentional gap in section numbering)

3.17 Verizon Business Services I

Beginning March 1, 2005, Verizon Business Services I will no longer be available to new subscribers.

3.17.8 Verizon Business Services I Versatile T1

Verizon Business Services I Versatile T1 ("Versatile T1") is an integrated solution for small businesses. Customer must order a minimum of 8 circuits, 4 of which must be local lines or trunks, and one of which must be Internet Dedicated Access, and a maximum of 24 circuits based on Packages A, B, or C as detailed below.

<u>Eligibility</u>: Customer must subscribe to service under, Verizon Guide Type 17, with a minimum 1-year term, as described in the Company's "Service Publication and Price Guide" located on the Company's Internet site at www.mci.com.

Customer must also subscribe to the Versatile T1 offering as described in MCI Communications Services, Inc. d/b/a Verizon Business Services, P.U.C.O. Tariff No. 1 ("Companion Intrastate Service").

Customer is not eligible to receive the benefits of any other program or promotion related to local, long distance, conferencing or internet dedicated access services.

Benefits:

Package A: Customers who subscribe to Versatile T1 service with a minimum 8 circuits and a maximum 12 circuits will receive the monthly recurring charges detailed below.

Package B: Customers who subscribe to Versatile T1 service with a minimum 13 circuits and a maximum 18 circuits will receive the monthly recurring charges detailed below.

Package C: Customers who subscribe to Versatile T1 service with a minimum 19 circuits or a maximum 24 circuits will receive the monthly recurring charges detailed below.

<u>Monthly Recurring Charges</u>: A monthly recurring charge applies to the Plan. This charge is identical to, and shall not be in addition to, any monthly recurring charge applicable to Companion Interstate Service or Companion Intrastate Service. The following Monthly Recurring Charges apply:

Service Monthly Recurring Charge

Package A: See Price List

Package B: Package C:

<u>Additional Benefits</u>: In addition to the monthly recurring charge, customers will receive the benefits of the Companion Intrastate Service as described in MCI Communications Services, Inc. d/b/a Verizon Business Services, P.U.C.O. Tariff No. 1.

Non-Recurring Charges: Applicable non-recurring charges apply to services under the Versatile T1 as specified in Sections 3-3.1.3.1.3.1, 3-3.1.3.2.5, 3-3.1.3.4.5. Usage charges, monthly recurring charges, expedite charges, change charges, surcharges, any charges imposed by third parties (including access, egress, jack, or wiring charges), taxes or tax-like surcharges, or other Governmental Charges will not be waived.

Features:

DID blocks (block of 20): See Price List

The following local calling features are included at no additional charge:

Caller ID - Name & Number
Complete Blocking for Caller ID
Select Blocking for Caller ID
Call Forwarding Variable
Speed Dial 8 or 30
Call Waiting
Three-way Calling
Call Transfer
900/976 Blocking
Toll Blocking (per line)
Call Forwarding-Busy
Call Forwarding- Don't Answer
Voicemail

3.18 Miscellaneous Services

3.18.2 <u>Verizon Business Services Versatile T1</u>

Effective September 6, 2005, Verizon Business Services Versatile T1 will no longer be available to new subscribers and existing customers will no longer be able to place new orders.

Verizon Business Services Versatile T1 ("Versatile T1") is an integrated solution for small businesses. Customer must order a minimum of 8 circuits, 4 of which must be local lines or trunks, and one of which must be Internet Dedicated Access, and a maximum of 24 circuits based on Packages A, B, or C as detailed below.

Eligibility

- Customer must subscribe to service under a Verizon Business Services Agreement, Verizon Guide Type 17, with a minimum 1-year term commitment as described in the Company's "Service Publication and Price Guide" located on the Company's Internet site at www.verizonbusiness.com.
- Customer must also subscribe to the Verizon Business Services Versatile T1 offering as described in MCI Communications Services, Inc. d/b/a Verizon Business Services, P.U.C.O. Tariff No. 1 ("Companion Intrastate Service").
- Customer is not eligible to receive the benefits of any other program or promotion related to local, long distance, conferencing or internet dedicated access services.

Benefits

Package A: Customers who subscribe to Versatile T1 service with a minimum 8 circuits and a maximum 12 circuits will receive the monthly recurring charges detailed below.

Package B: Customers who subscribe to Versatile T1 service with a minimum 13 circuits and a maximum 18 circuits will receive the monthly recurring charges detailed below.

Package C: Customers who subscribe to Versatile T1 service with a minimum 19 circuits or a maximum 24 circuits will receive the monthly recurring charges detailed below.

Monthly Recurring Charges

A monthly recurring charge applies to the Plan. This charge is identical to, and shall not be in addition to, any monthly recurring charge applicable to Companion Interstate Service or Companion Intrastate Service.

Additional Benefits

In addition to the monthly recurring charge, customers will receive the benefits of the Companion Intrastate Service as described in Companion Intrastate Service.

Non-Recurring Charges

Applicable non-recurring charges apply to services under the Verizon Business Services Versatile T1 as specified in Sections 3-3.1.3.1.3.1, 3-3.1.3.2.5, and 3-3.1.3.4.5. Usage charges, monthly recurring charges, expedite charges, change charges, surcharges, any charges imposed by third parties (including access, egress, jack, or wiring charges), taxes or tax-like surcharges, or other Governmental Charges will not be waived.

Features

DID blocks (block of 20): See Price List

The following local calling features are included at no additional charge:

Caller ID-Name & Number Complete Blocking for Caller ID Select Blocking for Caller ID Call Forwarding Variable Speed Dial 8 or 30 Call Waiting Three-Way Calling Call Transfer 900/976 Blocking Toll Blocking (per line) Call Forwarding-Busy Call Forwarding-Don=t Answer Voicemail

3.18.4 <u>Verizon Loyalty Plus I Plan</u>

Effective July 1, 2007, the Verizon Loyalty Plus I Plan will no longer be available to new subscribers.

Offer: Existing Company customers who simultaneously order a new eligible MCImetro Legacy Company service "unit" (see table below), excluding upgrades and conversions on existing service and enroll that unit in this plan will receive the following benefit: a one-time credit in the amount indicated in the table below, applied to the monthly recurring charges for the new MCImetro Legacy Company-provided service unit. The credit will be applied to the second full-month's invoice following activation of the new service unit. Customer may designate that the credit be applied either as an invoice credit or a deposit in Customer's Fund account. To receive the benefits of this plan, each eligible service unit must be active, with no pending cancellation request, at the time the credit is applied. Except for this one-time credit, this plan does not change the terms and conditions that apply to the new service unit.

Customers will also receive a waiver of the non-recurring Company-billed installation charges for installation following plan enrollment of all eligible service units identified below. Usage charges, monthly recurring charges, expedite charges, change charges, surcharges, any charges imposed by third parties (including access, egress, jack, or wiring charges), taxes or tax-like surcharges, or other Governmental Charges will not be waived.

This plan applies only with respect to new eligible MCImetro Legacy Company provided service units ordered for installation within 30 days of order (or by Company's quoted installation date if later), by a Customer with at least one MCImetro Legacy Company service which has been actively billing for at least 90 days prior to enrollment in this plan.

Customer may enroll any eligible service unit, but any individual unit may be enrolled only once. Customer may not receive: (i) any discounts, (ii) the benefits of: any Special Customer Arrangement (SCA) or Product Package, other than Special Customer Arrangements (SCA) Guide Types 2, 3, 4, 5, 6, 7, 8 or 9 or Produce Package SCA Guide Types 13, 14, 15, 16, 18, 19, 20 and 21, or (iii) the benefits of Verizon Business Services I Flexible T1 Promotion, Regional Plus Frame Relay Promotion and Competitive Voice 2 Promotion as described in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at www.verizonbusiness.com on any enrolled unit.

TABLE OF ELIGIBLE COMPANY SERVICE UNITS AND CREDIT AMOUNTS

Product Group	Sub product	Service Unit	Credit Value	Company Installation Charge Waiver (Yes/No)
Voice				
	Local Trunk Local and Long Distance	Trunk	See Price List	Υ
	Service Trunk Solution II	Trunk		Υ

Local T1	T1 Circuit	Y
Local PRI	PRI Circuit	Υ

3.18.5 Verizon Loyalty Plus II Plan

Effective February 1, 2007, this Plan will no longer be available to new subscribers.

Offer: Existing Company customers who simultaneously order a new eligible MCImetro Legacy Company service "unit" (see table below), excluding upgrades and conversions on existing service and enroll that unit in this plan will receive the following benefit: two credits in the amount indicated in the table below, applied to the monthly recurring charges for the new MCImetro Legacy Company-provided service unit. The credits will be applied to the second full-month's and the sixth full-month's invoice following activation of the new service unit. Customer may designate that the credit be applied either as an invoice credit or a deposit in Customer's Fund account. To receive the benefits of this plan, each eligible service unit must be active, with no pending cancellation request, at the time the credits are applied. Except for these two credits, this plan does not change the terms and conditions that apply to the new service unit.

Customers will also receive a waiver of the non-recurring Company-billed installation charges for installation following plan enrollment of all eligible service units identified below. Usage charges, monthly recurring charges, expedite charges, change charges, surcharges, any charges imposed by third parties (including access, egress, jack, or wiring charges), taxes or tax-like surcharges, or other Governmental Charges will not be waived.

This plan applies only with respect to new eligible MCImetro Legacy Company provided service units ordered for installation within 30 days of order (or by Company's quoted installation date if later), by a Customer with at least one MCImetro Legacy Company service which has been actively billing for at least 90 days prior to enrollment in this plan.

Customer may enroll any eligible service unit, but any individual unit may be enrolled only once. Customer may not receive: (i) any discounts, (ii) the benefits of: any Special Customer Arrangement (SCA) or Product Package, other than Special Customer Arrangements (SCA) Guide Types 2, 3, 4, 5, 6, 7, 8 or 9 or Produce Package SCA Guide Types 13, 14, 15, 16, 18, 19, 20 and 21, or (iii) the benefits of Verizon Business Services I Flex T1 Promotion, Regional Plus Frame Relay Promotion and Competitive Voice 2 Promotion as described in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at www.verizonbusiness.com on any enrolled unit.

TABLE OF ELIGIBLE COMPANY SERVICE UNITS AND CREDIT AMOUNTS

Product	Sub	Service	Credit	Company Installation
Group	product	Unit	Value	Charge Waiver (Yes/No)
	Local Trunk Local and Long Distance	Trunk	See Price List	Υ
	Service Trunk Solution II	Trunk		Υ
	Local T1	T1 Circuit		Υ
	Local PRI	PRI Circuit		Υ

3.18.6 Verizon Loyalty Plus III Plan

Beginning August 1, 2006, the Verizon Loyalty Plus III Plan will no longer be available to new subscribers.

Offer: Existing Company customers who simultaneously order a new eligible MCImetro Legacy Company service "unit" (see table below), excluding upgrades and conversions on existing service and enroll that unit in this plan will receive the following benefit: three credits in the amount indicated in the table below, applied to the monthly recurring charges for the new MCImetro Legacy Company-provided service unit. The credits will be applied to the second full-month's, sixth full-month's and twelfth full-month's invoice following activation of the new service unit. Customer may designate that the credit be applied either as an invoice credit or a deposit in Customer's Fund account. To receive the benefits of this plan, each eligible service unit must be active, with no pending cancellation request, at the time the credits are applied. Except for these three credits, this plan does not change the terms and conditions that apply to the new service unit.

Customers will also receive a waiver of the non-recurring Company-billed installation charges for installation following plan enrollment of all eligible service units identified below. Usage charges, monthly recurring charges, expedite charges, change charges, surcharges, any charges imposed by third parties (including access, egress, jack, or wiring charges), taxes or tax-like surcharges, or other Governmental Charges will not be waived.

This plan applies only with respect to new eligible MCImetro Legacy Company provided service units ordered for installation within 30 days of order (or by Company's quoted installation date if later), by a Customer with at least one MCImetro Legacy Company service which has been actively billing for at least 90 days prior to enrollment in this plan. Customer may enroll any eligible service unit, but any individual unit may be enrolled only once.

Customer may not receive: (i) any discounts, (ii) the benefits of: any Special Customer Arrangement (SCA) or Product Package, other than Special Customer Arrangements (SCA) Guide Types 2, 3, 4, 5, 6, 7, 8 or 9 or Produce Package SCA Guide Types 13, 14, 15, 16, 18, 19, 20 and 21, or (iii) the benefits of Verizon Business Services I Flexible T1 Promotion, Regional Plus Frame Relay Promotion and Competitive Voice 2 Promotion as described in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at www.verizonbusiness.com on any enrolled unit.

TABLE OF ELIGIBLE COMPANY SERVICE UNITS AND CREDIT AMOUNTS

Product Group	Sub product	Service Unit	Credit Value	Company Installation Charge Waiver (Yes/No)
Voice	Local Trunk Local and Long Distance	Trunk	See Price List	Υ
	Service Trunk Solution II	Trunk		Υ
	Local T1	T1 Circuit		Υ
	Local PRI	PRI Circuit		Υ

3.19 Verizon Business Services II

Effective January 1, 2008, Verizon Business Services II, including all plans under this service, is grandfathered and is no longer available to new customers.

3.19.7 Local T1/PRI Lit Building Plan

Beginning January 1, 2007, the Local T1/PRI Lit Building Plan will no longer be available to new subscribers.

Offer: Customer will receive a monthly recurring charge (Plan Charge) of \$595.00 for Local T1/PRI service.

Eligibility: Customer must:

- Be a new or existing customer adding new circuits into Lit Buildings;
- Be located and provision in a building connected via Company owned fiber to the Company's network (Lit Building);
- Receive service under Verizon Business Service II Local which receives the benefits of this plan under a term of service which equals or exceeds one year;
- Represent the Company's satisfaction, as determined with the company's sole discretion, that it would not permit conversion of facilities without further inducement; and
- Agree to allow the Company and its subcontractors and their respective employees and agents access to Customer or Authorized User premises at which service is being or will be provided (including access to associated equipment).

Other Conditions: Customer may not receive the benefits of Verizon Loyalty Plus I, Verizon Loyalty Plus II, Verizon Loyalty Plus III, Local T1 Rewards and VBS II Local Availability Enhancement Plans or any discounts on the monthly recurring charges that receive the benefits of this plan.

8. Rates and Charges Available in the Cincinnati Service Area (Cont'd)

8.2 Local Line Rates and Charges:

8.2.1 Non-Recurring Charges Line Connection Charge (per line)

Account Setup (per account)

Account Changes Moves, Changes, Additions (per change)

Account Changes (per billing record change)

Line Restoral Charge (per line)

(Applies for line restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service. Notwithstanding, the foregoing, disconnection will be in accordance with MTSS Rule 4901:1-5-19)

Suspension of Service Restoral Charge (per line)

(Applies for line restoral after Customer-initiated suspension.)

Order Expedite Charge (per Line)

Due Date Change (per occurrence)

Business Line Feature Package (Installation Charge)

8.2.2 Recurring Charges

Local Line - Line Charge (per line)

Plan 1:

Measured Option Per Call Option Flat with Cap – Lines*

Plan 2:

Measured Option Per Call Option Flat Rate Option

Call Trace**

- * Effective March 1, 2001, this calling option will not be available to new subscribers.
- ** Customers may choose Call Trace on a monthly subscription basis or on a per trace basis. There is a monthly per trace charge, and customers will only be charged for successful activation if choosing the per trace option.

(Intentional gap in section numbers)

8.10 Other Services (Cont'd)

- 8.10.2 <u>Digital T-1 Credit Program</u>: Digital T-1 Credit Program provides a discounted rate for customers who purchase digital Local Trunk-DID or digital Local Trunk-2 Way Direct trunks (trunk types) in blocks of 24 trunks (an entire T-1). Customers who order an entire T-1 will be charged applicable non-recurring trunk and monthly recurring trunk charges as listed for Local Trunk depending on service for which customer subscribes. Terms, conditions, and other charges, as described elsewhere in this Tariff, apply as appropriate.
 - 8.10.2.1 Non-Recurring Charges: Applicable rates for non-recurring charges for Local Trunk-DID and Local Trunk-2 Way Direct will apply. The rates in Sections 8.4.2.1 and 8.6.2.2 will apply for non-recurring charges.
 - 8.10.2.2 <u>Monthly Recurring Charges</u>: Customers enrolling in this service will receive the following monthly recurring Local Trunk-DID and Local Trunk-2 Way Direct charge in lieu of those in Sections 8.4.2.2 and 8.6.2.2 for each trunk per T-1.

See Price List

Customers must retain their original T-1 configuration. Customers who disconnect trunks from the original T-1 configuration will no longer receive the trunk rates listed, but will receive the trunk rates specified in Sections 8.4.2.2 and 8.6.2. Customers may enroll more than one T-1 configurations which combine trunk types are not eligible for the monthly credit.

8.10.3 LD and Local Online Calling Plan

Effective April 1, 2003, the LD and Local Online Calling Plan will no longer be available to new subscribers.

- 8.10.3.1 Eligibility: To be eligible for this plan, the customer: 1) must subscribe to this plan via a Company-designated Internet site; 2) must designate the Company as its local exchange service carrier and the Company both as its interexchange service carrier for interstate and intrastate calling and as its carrier for intraLATA toll calling; 3) must subscribe to the LD and Local Online Calling Plan as described in the companion business service offered at MCI's website at http://www.worldcom.com ("Companion Interstate Service") and must subscribe to LD and Local Online Calling Plan offered in the MCI Communications Services, Inc., P.U.C.O. Tariff No. 2 ("Companion Intrastate Service"); and 4) may not receive service under a Special Customer Arrangement.
- 8.10.3.2 Definitions: For the purposes of this service, the following definitions apply:

"Eligible Local Service" is defined as Local Line, Local Trunk-Basic, Local Trunk-DID, Local Trunk-2 Way Direct, and Local Trunk-ISDN/PRI

"Existing customers" are customers who, at the time of subscription to the plan, are receiving service under this tariff and the tariff containing the Companion Interstate Service.

"New customers" are customers who, at the time of subscription to the plan, are not receiving service under this tariff and the tariff containing the Companion Interstate Service.

8.10.3.3 Non-Recurring Charges: The following non-recurring charges will apply for Local Line Connection charge, Local Trunk Line Connection charge and Local ISDN-PRI T-1 Installation Charge:

Non-Recurring Charge See Price List

Local Line (Per Line): Local Trunk-Basic, Local Trunk-DID or Local Trunk-2 Way Direct (Per Trunk): Local ISDN-PRI (Per T-1):

8.10.3.4 Monthly Recurring Charges: A monthly recurring charge will apply for each Offering under this plan. This charge is identical to, and shall not be in addition to, any monthly recurring charge applicable to Companion Interstate Service or Companion Intrastate Service. Offerings A and B are available on a per-Local Line basis and Offerings C and D are on a per-Local Trunk basis. The following Monthly recurring charges apply:

Offering	Monthly Recurring Charge (per line or per trunk)
Α	See Price List
В	
С	
D	

8.10.3.5 Benefits:

Upon installation of Companion Intrastate Service, Companion Interstate Service and Local Service, customers will receive unlimited exchange service usage for Eligible Local Service.

Eligible Local Service will be billed in 60-second increments.

8.10.3.6 <u>Termination of Service</u>: The following provisions will apply to customers who terminate service, continue to maintain a Company account, and do not subscribe to other services offerings under this tariff:

For existing customers who disconnect only plan service under this tariff, the Companion Interstate Service and Companion Intrastate Service will terminate. Customers will then be automatically re-subscribed to the service offering under this tariff and at MCI's website at http://www.worldcom.com to which the customer was subscribed at the time of subscription to plan service.

For existing customers who disconnect from plan service under this tariff and Companion Intrastate Service, the Companion Interstate Service will terminate. Customers will then be automatically re-subscribed to the service offering under to which the customer was subscribed at the time of subscription to plan service.

For new customers who disconnect only plan service under this tariff, the Companion Interstate Service and Companion Intrastate Service will terminate. Customers will then be automatically subscribed to MCI On-Net Services at WorldCom's website at http://www.worldcom.com and MCI On-Net Voice Service under MCI Communications Services, Inc., P.U.C.O. Tariff No. 2.

For new customers who disconnect plan service under this tariff and Companion Intrastate Service, the Companion Interstate Service at MCl's website at http://www.worldcom.com and plan service under this tariff will terminate. Customers will then be automatically subscribed to MCl On-Net Services at MCl's website at http://www.worldcom.com for interstate long distance.

8.10.3.7 Other Conditions: The portion of a Customer's allotment that is not exhausted at the end of a monthly billing period will not carry over to the next month.

Charges under this plan will not be calculated in satisfaction of any volume requirement.

Customers subscribing to this service may not receive the benefits of any discounts or promotions including any term plan discounts except for the Install Waiver Promotion.

8.10.4 Agent Program

Effective March 1, 2004, the Agent Program will no longer be available to new subscribers.

- 8.10.4.1 Eligibility: To be eligible for this program, the Customer:
 - must subscribe to this program through a Company-designated agent;
 - may not receive any discounts or the benefits of any promotional offering except for the Local Satisfaction Guarantee Promotion, Local Nationwide One Promotion and the Local Install Waiver Promotion;
 - may not receive service under any other term plan;
- 8.10.4.2 <u>Term Commitment and Renewal Options:</u> The Customer must commit to service for a term of either one or two years (Initial Term). The term of service will automatically renew on a month-to-month basis (Extended Term) upon expiration of its Initial Term

and Extended Term(s), unless either the Customer or the Company provides written notification to terminate the term, which must be received by the other party no more than 60 days prior to the expiration of the existing term.

- 8.10.4.3 <u>Credits</u>: During each monthly period of the term of service, the Customer will receive a credit equal to 10 percent of the standard tariffed monthly recurring charges (excluding features) and usage rates for Local Line, Local Trunk-Basic, Local Trunk-DID, Local Trunk-2 Way Direct and ISDN-PRI service.
- 8.10.4.4 Optional Feature Package: The Customer will be charged \$10.00 monthly recurring charge for the following feature package:

Includes Standard Features plus
Call Waiting/Cancel Call Waiting
Call Transfer or 3 Way Calling (mutually exclusive)
Call Forward Busy
Call Forward No Answer
Caller Id-Name and Number
Calling Party Number Delivery
Speed Dialing - 8

8.10.4.5 Classifications, Practices and Regulations:

8.10.4.5.1 Termination: Either the Customer or the Company may terminate this program for Cause. For purposes of this program only: (i) as to payment of invoices, "Cause" shall mean the Customer's failure to pay any invoice within 30 days after the date of the invoice; and, (ii) for all other matters, "Cause" shall mean a breach by the other party of any material provision of this program, provided that written notice of the breach has been given to the breaching party, and the breach has not been cured within 30 days after delivery of such notice.

8.10.5 Local Plus Program

Beginning January 1, 2004, Local Plus Program will no longer be available to new subscribers.

- 8.10.5.1 <u>Eligibility:</u> To be eligible for this program, customers:
 - must subscribe to service under Special Customer Arrangement (SCA) Guide Type 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, or 12 as described in the Company's Service Publication and Price Guide located on the Company's site at www.mci.com:
 - must be a new facilities based business customer or an existing facilities based business customer who is eligible for renewal under their existing term plan agreement.

8.10.5.2 Definitions:

<u>Eligible Charges</u>: Monthly recurring charges for Local Line, Local Trunk-Basic, Local Trunk-DID, Local Trunk-2 Way Direct, Local ISDN-PRI T-1 charge, Local Trunk T-1 charge, DID number charge and optional features.

8.10.5.3 Features:

The following features are available for Local Line service in addition to the Local

Line Standard Features.

Non-recurring Monthly Recurring
Feature Package 1 See Price List
Feature Package 2
Call Waiting/Cancel Call Waiting
Caller ID with Name and Number
Remote Call Forwarding*
(per each path line)

* Customers who subscribe to Local Line via UNE-P are not eligible to utilize Remote Call Forwarding (RCF).

Features and applicable feature charges for Local Trunk-Basic, Local Trunk-DID, Local Trunk-2 Way Direct and ISDN-PRI are available as described in Sections 8-8.3, 8-8.4, 8-8.5, 9-9.1. Blocks of telephone numbers can be obtained in blocks of 20 DID numbers for Local Trunk-DID and Local Trunk-2 Way Direct service. Applicable monthly recurring charges will apply for blocks of 20 DID numbers as specified in Sections 8-8.4.2.2 and 8-8.5.6.

- 8.10.5.4 Non-Recurring Charges: Applicable non-recurring charges apply to services under this program as specified in Sections 8-8.2.1, 8-8.3.1.4.1, 8-8.4.2.1, 8-8.5.5, and 9-9.1.1.4.1.
- 8.10.5.5 Monthly Charges: The following flat rate monthly recurring charge applies in lieu of monthly recurring charges for these services as specified elsewhere in this tariff:

Local Line (Per line)

Plan 1: See Price List

Plan 2:

Local Trunks (Basic, DID and 2 Way Direct (Per trunk)

Local Trunks (Basic, DID and 2 Way Direct) (Per T-1)

Local ISDN-PRI (Per T-1)

Feature Package 1

Feature Package 2

Remote Access to Call Forwarding (Plan 2)

- 8.10.5.6 <u>Benefits</u>: Upon installation of Companion Intrastate Service, Companion Interstate Service and Local Service, customers will receive unlimited local exchange service.
- 8.10.5.7 Discounts:

Effective July 18, 2006, these discounts will no longer be available to new customers.

These discounts are identical to, and shall not be in addition to, discounts applicable to Companion Intrastate Service and Companion Interstate Service. A discount will be provided on the monthly recurring plan charge and monthly recurring charges for optional features and feature packages, in lieu of all other discounts, in response to competitive marketplace conditions. To be eligible for this discount, Customer must; 1) demonstrate to the Company's reasonable satisfaction that it will accept another exchange carriers offer in absence of any further inducement, and 2) commit to a new term of service that equals or exceeds 1 year for up to a 5% discount, 2 years for up to a 15% discount and 3 or more years for up to a 15% discount.

Discounts: These discounts are identical to, and shall not be in addition to, discounts

applicable to the Local Plus Program pricing plan for intrastate and interstate long distance service. A discount will be provided on the monthly recurring charges, in lieu of all other discounts, in response to competitive marketplace conditions. To be eligible for this discount, Customer must: 1) demonstrate to the Company's reasonable satisfaction that it will accept another company's offer in the absence of any further inducement, and 2) commit to a new minimum term of service that equals or exceeds 1 year for up to a 20% discount, or 2 or more years for up to a 25% discount.

8.10.5.8 <u>Early Termination</u>: Discontinuance of all services prior to the expiration of the committed term constitutes as discontinuance of the plan, and the customer will be billed and required to pay an early termination charge equal to 25 percent of the average of the customer's highest 4 months of billed monthly charges incurred during the length of the term commitment multiplied by the number of months remaining in the unfulfilled term of service. If the terminated plan has been in effect for more than 18 months, only the most recent 18 months are included in the calculation of applicable termination charges.

8.10.6 <u>Local Nationwide One Program</u>

The Local Nationwide One Program is available to existing facilities-based business customers who order a new T-1 of Digital Local Trunk-Basic, Digital Local Trunk-DID, Digital Local Trunk-2 Way Direct and/or Local ISDN-PRI service (Program Service). To be eligible for this program, an existing customer must be an existing subscriber to an On-Net Term Plan or Local On-Net Term Plan (Term Plan).

<u>Benefits</u>: Enrolled Customers may select a metered plan or flat rate plan per each location. The following monthly recurring charge (Program Charge) per T-1 will apply for the length of the customers term commitment based on the plan selected:

Monthly Recurring Charge (Per T-1)

Local Trunk-Basic, Local Trunk-DID and Local Trunk-2 Way Metered Plan Flat Plan

See Price List

Local ISDN-PRI Metered Plan Flat Plan

Customers selecting the Metered Plan will receive the following program monthly usage rates:

<u>1st Minute</u> <u>Each Additional Minute</u> See Price List

The Program Charge is in lieu of the standard tariffed monthly recurring charges for Program Service, usage charges, and any other local promotions or programs.

Other Conditions: Customers selecting the Flat Plan are subject to the usage charges as specified in Section 8-8.7.

Customers enrolled in the Metered Plan who have more than 70% of their traffic carried via inbound local and have an average off-hook time per call of more than ten minutes are not eligible to receive the benefits of this program.

8.10.7 Save Program

Effective March 1, 2004, the Save Program will no longer be available to new subscribers.

Definitions:

An existing customer is a customer who is receiving service under this tariff for at least 12 months prior to enrollment in this program.

Eligibility:

To be eligible for this program, the customer:

- must be an existing facilities based business customer;
- must be in good standing;
- must bill at least \$50 in current charges in any one month prior to enrollment in this program;
- represent to the Company's satisfaction, as determined with the Company's sole discretion, that it will enter into another carrier's offer in absence of any further inducement from the Company to remain subscribed to Company services.

Benefits:

After enrollment in this program, the Company will provide a one-time credit, not to exceed \$5,000, equal to the net monthly recurring charges billed during the first full invoice after the Company receives notification from the Customer that it wishes to discontinue all service (Program Credit).

Other Conditions:

A Customer who discontinues all service within three months after receiving the Program Credit will be billed and required to repay the Program Credit. A customer will only be eligible to receive one Program Credit in any twelve-month period. Customer's receiving the benefits of this program are not eligible to receive the benefits of any promotional offering.

8.10.8 Intentionally left blank

8.10.9 <u>Business Advantage Program</u>

Beginning January 1, 2004, Business Advantage Program will no longer be available to new subscribers.

Eligibility: To be eligible for this program, customers:

- must subscribe to service under Special Customer Arrangement (SCA) Guide Types 6,
 7, 8, 9, or 10 as described in the Company's "Service Publication and Price Guide" located on the Company's Internet site at www.verizonbusiness.com;
- must be a new facilities based business customer or an existing facilities based business customer who is eligible for renewal under their existing term plan agreement.

Definitions: Eligible Charges: Monthly recurring charges for Local Line, and optional features.

<u>Features</u>: The following features are available for Local Line service in addition to the Local Line Standard Features.

Feature Package 1
Feature Package 2
Call Waiting/Cancel Call Waiting
Caller ID with Name and Number
Remote Call Forwarding*

Non-recurring Monthly Recurring See Price List

(per each path line) Vanity Number

 Customers who subscribe to Local Line via UNE-P are not eligible to utilize Remote Call Forwarding (RCF).

<u>Non-Recurring Charges</u>: Applicable non-recurring charges apply to services under this program as specified in Section 8-8.2.1.

<u>Monthly Charges</u>: The following flat rate monthly recurring charge applies in lieu of monthly recurring charges for these services as specified elsewhere in this tariff:

Local Line (Per line): Plan 1 and Plan 2 - See Price List

Discounts:

Effective July 18, 2006, these discounts will no longer be available to new customers.

These discounts are identical to, and shall not be in addition to, discounts applicable to Companion Intrastate Service and Companion Interstate Service. A discount will be provided on the monthly recurring plan charge and monthly recurring charges for optional features and feature packages, in lieu of all other discounts, in response to competitive marketplace conditions. To be eligible for this discount, Customer must; 1) demonstrate to the Company's reasonable satisfaction that it will accept another exchange carriers offer in absence of any further inducement, and 2) commit to a new term of service that equals or exceeds 1 year for a 5% discount, 2 years for up to a 15% discount and 3 or more years for up to a 15% discount.

<u>Discounts</u>: These discounts are identical to, and shall not be in addition to, discounts applicable to the Business Advantage Program pricing plan for intrastate and interstate long distance service. A discount will be provided on the monthly recurring charges, in lieu of all other discounts, in response to competitive marketplace conditions. To be eligible for this discount, Customer must: 1) demonstrate to the Company's reasonable satisfaction that it will accept another company's offer in the absence of any further inducement, and 2) commit to a new minimum term of service that equals or exceeds 1 year for up to a 20% discount, or 2 or more years for up to a 25% discount.

Other Conditions: The following disclaimers apply to Business Advantage Line-based Service. Customer understands that use of the Service is restricted in the following manner: (i) Customer is limited to 30 lines per location, (ii) Customer may not utilize auto-dialers or any similar type of device in connection with the service; and (iii) Customer may not utilize the Service in any call center environment or in connection with any similar such application. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT ANY VIOLATION OF THE FOREGOING RESTRICTIONS ON ITS USE OF THE SERVICE WILL RESULT IN THE IMMEDIATE TERMINATION OF THE SERVICE BY MCI. MCI will install the Line-based Service from the point of the local exchange carrier's smart-jack to the Customer's premises. Customer will be responsible for all inside wiring and special construction charges.

8.11 Miscellaneous Services

8.11.1 Intentionally left blank

8.11.2 Verizon Loyalty Plus I Plan

Effective July 1, 2007, the Verizon Loyalty Plus I Plan will no longer be available to new subscribers.

Offer: Existing Company customers who simultaneously order a new eligible MCImetro Legacy

Company service "unit" (see table below), excluding upgrades and conversions on existing service and enroll that unit in this plan will receive the following benefit: a one-time credit in the amount indicated in the table below, applied to the monthly recurring charges for the new MCImetro Legacy Company-provided service unit. The credit will be applied to the second full-month's invoice following activation of the new service unit. Customer may designate that the credit be applied either as an invoice credit or a deposit in Customer's Fund account. To receive the benefits of this plan, each eligible service unit must be active, with no pending cancellation request, at the time the credit is applied. Except for this one-time credit, this plan does not change the terms and conditions that apply to the new service unit.

Customers will also receive a waiver of the non-recurring Company-billed installation charges for installation following plan enrollment of all eligible service units identified below. Usage charges, monthly recurring charges, expedite charges, change charges, surcharges, any charges imposed by third parties (including access, egress, jack, or wiring charges), taxes or tax-like surcharges, or other Governmental Charges will not be waived.

This plan applies only with respect to new eligible MCImetro Legacy Company provided service units ordered for installation within 30 days of order (or by Company's quoted installation date if later), by a Customer with at least one MCImetro Legacy Company service which has been actively billing for at least 90 days prior to enrollment in this plan.

Customer may enroll any eligible service unit, but any individual unit may be enrolled only once. Customer may not receive: (i) any discounts, (ii) the benefits of: any Special Customer Arrangement (SCA) or Product Package, other than Special Customer Arrangements (SCA) Guide Types 2, 3, 4, 5, 6, 7, 8 or 9 or Produce Package SCA Guide Types 13, 14, 15, 16, 18, 19, 20 and 21, or (iii) the benefits of Verizon Business Services I Flexible T1 Promotion, Regional Plus Frame Relay Promotion and Competitive Voice 2 Promotion as described in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at www.verizonbusiness.com on any enrolled unit.

TABLE OF ELIGIBLE COMPANY SERVICE UNITS AND CREDIT AMOUNTS

Product Group Voice	Sub product	Service Unit	Credit Value	Company Installation Charge Waiver (Yes/No)
VOICE	Local Trunk Local and Long Distance	Trunk	See Price List	Υ
	Service Trunk Solution II	Trunk		Υ
	Local T1	T1 Circuit		Υ
	Local PRI	PRI Circuit		Υ

8.11.3 Verizon Loyalty Plus II Plan

Effective February 1, 2007, this Plan will no longer be available to new subscribers.

Offer: Existing Company customers who simultaneously order a new eligible MCImetro Legacy Company service "unit" (see table below), excluding upgrades and conversions on existing service and enroll that unit in this plan will receive the following benefit: two credits in the amount indicated in the table below, applied to the monthly recurring charges for the new MCImetro Legacy Company-provided service unit. The credits will be applied to the second full-month's and the sixth full-month's invoice following activation of the new service unit. Customer may designate that the credit be applied either as an invoice credit or a deposit in Customer's Fund account. To receive the benefits of this plan, each eligible service unit must be active, with no pending cancellation request, at the time the

credits are applied. Except for these two credits, this plan does not change the terms and conditions that apply to the new service unit.

Customers will also receive a waiver of the non-recurring Company-billed installation charges for installation following plan enrollment of all eligible service units identified below. Usage charges, monthly recurring charges, expedite charges, change charges, surcharges, any charges imposed by third parties (including access, egress, jack, or wiring charges), taxes or tax-like surcharges, or other Governmental Charges will not be waived.

This plan applies only with respect to new eligible MCImetro Legacy Company provided service units ordered for installation within 30 days of order (or by Company's quoted installation date if later), by a Customer with at least one MCImetro Legacy Company service which has been actively billing for at least 90 days prior to enrollment in this plan.

Customer may enroll any eligible service unit, but any individual unit may be enrolled only once. Customer may not receive: (i) any discounts, (ii) the benefits of: any Special Customer Arrangement (SCA) or Product Package, other than Special Customer Arrangements (SCA) Guide Types 2, 3, 4, 5, 6, 7, 8 or 9 or Produce Package SCA Guide Types 13, 14, 15, 16, 18, 19, 20 and 21, or (iii) the benefits of Verizon Business Services I Flexible T1 Promotion, Regional Plus Frame Relay Promotion and Competitive Voice 2 Promotion as described in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at www.verizonbusiness.com on any enrolled unit.

TABLE OF ELIGIBLE COMPANY SERVICE UNITS AND CREDIT AMOUNTS

Product Group	Sub product	Service Unit	Credit Value	Company Installation Charge Waiver (Yes/No)
Voice				
	Local Trunk Local and Long Distance	Trunk	See Price List	Υ
	Service Trunk Solution II	Trunk		Υ
	Local T1	T1 Circuit		Υ
	Local PRI	PRI Circuit		Υ

8.11.4 Verizon Loyalty Plus III Plan

Beginning August 1, 2006, the Verizon Loyalty Plus III Plan will no longer be available to new subscribers.

Offer: Existing Company customers who simultaneously order a new eligible MCImetro Legacy Company service "unit" (see table below), excluding upgrades and conversions on existing service and enroll that unit in this plan will receive the following benefit: three credits in the amount indicated in the table below, applied to the monthly recurring charges for the new MCImetro Legacy Company-provided service unit. The credits will be applied to the second full-month's, sixth full-month's and twelfth full-month's invoice following activation of the new service unit. Customer may designate that the credit be applied either as an invoice credit or a deposit in Customer's Fund account. To receive the benefits of this plan, each eligible service unit must be active, with no pending cancellation request, at the time the credits are applied. Except for these three credits, this plan does not change the terms and conditions that apply to the new service unit.

Customers will also receive a waiver of the non-recurring Company-billed installation charges for installation following plan enrollment of all eligible service units identified below. Usage charges, monthly recurring charges, expedite charges, change charges, surcharges, any charges imposed by

third parties (including access, egress, jack, or wiring charges), taxes or tax-like surcharges, or other Governmental Charges will not be waived.

This plan applies only with respect to new eligible MCImetro Legacy Company provided service units ordered for installation within 30 days of order (or by Company's quoted installation date if later), by a Customer with at least one MCImetro Legacy Company service which has been actively billing for at least 90 days prior to enrollment in this plan. Customer may enroll any eligible service unit, but any individual unit may be enrolled only once.

Customer may not receive: (i) any discounts, (ii) the benefits of: any Special Customer Arrangement (SCA) or Product Package, other than Special Customer Arrangements (SCA) Guide Types 2, 3, 4, 5, 6, 7, 8 or 9 or Produce Package SCA Guide Types 13, 14, 15, 16, 18, 19, 20 and 21, or (iii) the benefits of Verizon Business Services I Flex T1 Promotion, Regional Plus Frame Relay Promotion and Competitive Voice 2 Promotion as described in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at www.verizonbusiness.com on any enrolled unit.

TABLE OF ELIGIBLE COMPANY SERVICE UNITS AND CREDIT AMOUNTS

Product Group	Sub product	Service Unit	Credit Value	Company Installation Charge Waiver (Yes/No)
Voice				
	Local Trunk Local and Long Distance	Trunk	See Price List	Υ
	Service Trunk Solution II	Trunk		Υ
	Local T1	T1 Circuit		Υ
	Local PRI	PRI Circuit		Υ

8.12 Verizon Business Services II

Effective January 1, 2008, Verizon Business Services II, including all plans under this service, is grandfathered and is no longer available to new customers.

(Intentional gap in section numbers)

8.12.7 Local T1/PRI Lit Building Plan

Beginning January 1, 2007, the Local T1/PRI Lit Building Plan will no longer be available to new subscribers.

Offer: Customer will receive a monthly recurring charge (Plan Charge) as described in the Price List for Local T1/PRI service.

Eligibility: Customer must:

- Be a new or existing customer adding new circuits into Lit Buildings;
- Be located and provision in a building connected via Company owned fiber to the Company's network (Lit Building):
- Receive service under Verizon Business Service II Local which receives the benefits of this
 plan under a term of service which equals or exceeds one year;
- Represent the Company's satisfaction, as determined with the company's sole discretion, that it
 would not permit conversion of facilities without further inducement; and

Agree to allow the Company and its subcontractors and their respective employees and agents
access to Customer or Authorized User premises at which service is being or will be provided
(including access to associated equipment).

Other Conditions: Customer may not receive the benefits of Verizon Loyalty Plus I, Verizon Loyalty Plus II, Verizon Loyalty Plus III, Local T1 Rewards and VBS II Local Availability Enhancement Plans or any discounts on the monthly recurring charges that receive the benefits of this plan.

(Intentional gap in section numbers)

10. Term Plans Available in the Cincinnati Service Area

10.1 Local Service Term Plan

Beginning January 19, 1999, this Term Plan will no longer be available to new subscribers.

The terms and conditions of this program will only be available for those customers subscribing to a Special Customer Arrangement Offered by MCI Telecommunications Corporation.

Customers who subscribe to facilities based Local Exchange Service and enroll in a Local Service Term Plan are eligible to receive the discounts described below on specific monthly recurring and usage charges based on the Customer's term commitment. The Customer must commit to service for a term of either one, two or three years. The term of the Local Service Term Plan will commence no earlier than the first of the next billing month in which the Customer subscribes to the plan. The Customer will receive the following discounts in lieu of all other discounts or promotions except for the Local Customer Assurance Promotion on the following recurring charges: Local Line, Local Trunk-Basic, DID/2 Way Direct numbering charges, Local Trunk- DID, 2 Way Direct, Primary Rate Interface and usage charges.

Term Commitment

1 year

See Price List

- 2 years
- 3 years
- 4 years
- 5 years

The Company will waive applicable install charges for any new lines or trunks ordered by the Customer.

A plan will automatically renew for an equivalent term unless the Customer provides written notification to cancel the Local Service Term Plan. This notice must be received by MCI not less than 30 days prior to the expiration of the Plan.

A customer can terminate a term plan without liability if the customer enrolls in a new term plan with an expiration date later than the current term plans expiration date.

Customers signing a networkMCI One term agreement and integrating their facilities based Local Exchange service can terminate their local term plans at any time without penalty.

For customers that have enrolled in a networkMCI One long distance term plan or special customer arrangement offered by MCI Telecommunications Corporation the customer's term length may be coterminous with the networkMCI One or special customer arrangement term of service. Accordingly, the customer's actual term may be of shorter duration than the term commitment selected above. If the customer selects a term commitment greater than the term of service of the networkMCI One or

special customer arrangement, the cotermination provision shall not apply if MCI provided local exchange service within the customer's local calling area was not available at the time the customer subscribed to networkMCI One long distance service provided by an MCI Telecommunication Corporation.

For those customers who subscribe to a networkMCI One term plan or special customer arrangement, the early termination charges associated with that term plan or special customer arrangement will apply in lieu of the charges specified above. In addition, Customers will be required to repay any credits received as a result of enrolling in the term plan.

Cancellation or Discontinuance with Liability: Discontinuance of local services furnished under the Local Service Term Plan prior to the expiration of the committed term constitutes discontinuance of the plan and the Customer will be billed and required to pay an early termination charge. The early termination charge will be equal to the Customer's highest billed monthly charges incurred during the length of the term commitment multiplied by the number of months remaining in the Customer's term plan. Commission approval of this tariff does not constitute a determination of the reasonableness of the early terminations contained herein.

10.2 <u>Local Exchange Service Term Plan 2</u>

Beginning January 19, 1999, this Term Plan will no longer be available to new subscribers.

A Customer who subscribes to facilities based, stand-alone Local Exchange Service and enrolls in a Local Service Term Plan is eligible to receive the discounts described below on specific monthly recurring and usage charges, based on the customer's term commitment. The customer must commit to service for a term of one, two, or three years. The term of the Local Service Term Plan will commence no earlier than the first day of the next billing month in which the customer subscribes to the plan. The Customers subscribing to this term plan will receive the following discounts in lieu of all other discounts or promotions, unless the promotion specifies otherwise. The discounts will be applied to the following recurring charges: Local Line, Local Trunk-Basic, DID/2Way Direct numbering charges, Local Trunk-DID, Local Trunk - 2 Way Direct, Local ISDN - PRI, as well as local service usage charges.

Term Commitment

One Year See Price List

Two Year Three Year

A plan will automatically renew for an equivalent term unless the customer provides written notification to cancel the MCI Local Service Term Plan. This notice must be received by MCI no more than thirty (30) days after the expiration of the term.

Cancellation or Discontinuance with Liability: Discontinuance of all Local Services furnished under the Local Service Term Plan prior to the expiration of the committed term constitutes discontinuance of the plan and the customer will be billed and required to pay an early termination charge. The early termination charge will be equal to the customer's highest billed monthly charges incurred during the length of the term commitment multiplied by the number of months remaining in the customer's term plan.

Cancellation or Discontinuance without Liability: A customer can terminate a term plan without liability if the customer enrolls in a new term plan with an expiration date later than the current term plan's expiration date. A customer may terminate without penalty at any time and enroll in a networkMCI One term plan.

10.3 networkMCI One Term Plan

The networkMCI One Term plan is a term plan, in lieu of all other tariffed Local Exchange Service term plans. Customers who subscribe to facilities based Local Exchange Service offered by the company through the networkMCI One Term Plan are subject to the terms and conditions set forth in MCI Telecommunications F.C.C. Tariff No. 1, section C-3.4.1.4.2, and this tariff. Customers who enroll in this term plan must have their facilities based MCI Local Exchange service usage billed to a single networkMCI One invoice.

Customers subscribing to this term plan will receive discounts as set forth in MCI Telecommunications Corporation F.C.C. Tariff No. 1, Section C-3.4.1.4.2 in lieu of all other discounts or promotions, unless the promotion specifies otherwise. The discounts will be applied to the following recurring charges: Local Line, Local Trunk-Basic, DID/2 Way Direct numbering charges, Local Trunk-DID, Local Trunk - 2 Way Direct, Local ISDN - PRI, as well as local service usage charges.

Customers enrolled in Special Customer Arrangements or offered by the company or MCI Telecommunications Corporation are not eligible for the benefits of this term plan.

10. Term Plans Available in All Service Areas:

10.4 On-Net Term Plan: The On-Net Term Plan is a term plan, in lieu of all other tariffed Local Exchange Service term plans. Customers who subscribe to facilities based Local Exchange Service offered by the Company through the On-Net Term Plan are subject to the terms and conditions set forth in MCI WorldCom Communications, Inc. F.C.C Tariff No. 1, section C-3.464, and this tariff. Customers who enroll in this term plan must have their facilities based MCI Local Exchange service usage billed to a single On-Net invoice.

Customers subscribing to this term plan will receive discounts as set forth below, in lieu of all other tariffed term plans. The discounts will be applied to the following recurring charges: Local Line Charge, Local Trunk-Basic Charge, Local Trunk-DID Charge, Local Trunk-2 Way Direct Charge, DID/2 Way Direct Number Charges, Local ISDN PRI T-1 Charge, optional features and Local ISDN-PRI optional features as well as local service usage charges.

The Volume Commitment will be determined based upon the Qualifying Volume received by the Company, or any affiliate of the Company, from Customer's facilities based Local Exchange Service, as defined in Section 10-10.5 and the Qualifying Volume of Customer's telecommunications services as defined in MCI WorldCom Communications, Inc. Section C-3.4641.

Discounts: Customers will receive the following discounts applied to Eligible Volume charges and usage.

Term Commitment/Discount (%)

Volume Commitment \$100/month*	1 year	<u>2 years</u> See Prio	3 years ce List	4 years	5 years
\$250/month* \$500/month*					
\$1,000/month*					
\$2,000/month*					
\$3,000/month*					
\$4,000/month*					
\$5,000/month*					
\$7,000/month*					
\$1,200/annual					
\$3,000/annual					
\$6,000/annual					
\$12,000/annual					

\$24,000/annual \$36,000/annual \$48,000/annual \$60,000/annual \$120,000 /annual \$120,000 /annual \$300,000 /annual \$600,000 /annual \$900,000/annual \$1.2M/annual \$1.8M/annual

- * Beginning October 1, 2000, monthly volume commitments will no longer be available to new subscribers.
- 10.5 <u>Local On-Net Term Plan:</u> The Local On-Net Term Plan is a term plan, in lieu of all other tariffed term plans, available to facilities based standalone local exchange service customers. Customers who subscribe to Local On-Net Term Plan are subject to the following conditions:

<u>Definition of Terms</u>: Qualifying Volume is the customer's total monthly recurring charges and usage of the following, after the application of promotional and other discounts: Local Line Charge, Local Trunk-Basic Charge, Local Trunk-DID Charge, Local Trunk-2 Way Direct Charge, DID/2 Way Direct Number Charges, Standard and Optional Features, Local ISDN PRI T-1 Charge, and Local ISDN-PRI Optional Features as well as local service usage charges. Charges for the following are not included as Qualifying Volume and are not calculated in satisfaction of the Local On-Net Term Plan volume commitment: Non-Recurring charges for Local Line, Local Trunk-Basic, Local Trunk-DID, Local Trunk-2 Way Direct, and Local ISDN-PRI; non-recurring for Local ISDN-PRI Optional Features; Directory Assistance usage; non-recurring and recurring charges for Directory Listings; Operator Assisted Surcharges (including Busy Line Verification and Busy Line Interrupt), and taxes.

Eligible Volume is the customer's total monthly recurring charges and usage of the following, after the application of promotional and other discounts: Local Line Charge, Local Trunk-Basic Charge, Local Trunk-DID Charge, Local Trunk-2 Way Direct Charge, DID/2 Way Direct Number Charges, Local ISDN-PRI T-1 Charge, recurring charges for Optional Features and recurring charges for Local ISDN-PRI Optional Features, as well as local service usage charges. Charges for the following are not included as Eligible Volume and will not receive Local On-Net Term Plan volume discounts: Non-Recurring charges for Local Line, Local Trunk-Basic, Local Trunk-DID, Local Trunk-2 Way Direct, and Local ISDN-PRI; non-recurring charges for Standard and Optional Features; non-recurring charges for Local ISDN-PRI Optional Features; Directory Assistance usage; non-recurring and recurring charges for Directory Listings; Operator Assisted Surcharges (including Busy Line Verification and Busy Line Interrupt), and taxes.

Term Commitment and Renewal Options: A customer must commit to service for a term of either service for a term of either one, two, three, four, or five years. The term of service will commence no earlier than the first day of the next billing month in which the customer subscribes to the plan. A plan will automatically renew for an equivalent term and volume commitment upon expiration of its term unless the customer provides written notification to cancel the Local On-Net Term Plan, which must be received by the Company no more than 30 days after expiration of the existing term. If the customer cancels the existing term plan within 30 days after expiration of the existing term, the customer will receive the discounts for which the customer qualifies during the 30-day period following the expiration of the existing term of service.

Volume commitment: A customer may elect a Local On-Net Term Plan monthly volume commitment* of one of the following amounts, calculated after the application of promotional and other discounts: \$100; \$250; \$500; \$1,000; \$2,000; \$3,000; \$4,000; \$5,000; \$7,000, or an annual volume commitment of one of the following amounts, calculated after the application of promotional and other discounts: \$1,200; \$3,000; \$6,000; \$12,000; \$24,000; \$36,000; \$48,000; \$60,000; \$84,000; \$120,000; \$180,000; \$300,000; \$600,000; \$900,000; \$1.2M; \$1.8M; \$2.4M. The customer's volume commitment will be based upon the customer's Qualifying Volume. At any time during the term of service, a customer may elect a higher equivalent annualized volume commitment. If a customer so elects, the term of service expiration date will not change. The new volume commitment will apply beginning in the following month for monthly commitments and as of the beginning of the commitment year in which the new volume commitment is elected for annual commitments. The discounts associated with the new commitment volume level apply to charges and usage only from the new election date forward.

Underutilization Charges: If at the end of any year of the term of service, a customer fails to satisfy its annual volume commitment, the customer must pay the difference between the customer's actual Qualifying Volume in that year and the annual volume commitment. If at the end of any month of the term of service, a customer fails to satisfy its monthly volume commitment, the customer must pay the difference between the customer's actual Qualifying Volume in that month and the monthly volume commitment.

* Beginning October 1, 2000, monthly volume commitments will no longer be available to new subscribers.

Early Termination Charges: Cancellation of Discontinuance without Liability: If: (i) the customer's use of Local Exchange Service under a Local On-Net Term Plan equals or exceeds the Customer's equivalent annualized minimum volume commitment or monthly volume commitment and (ii) at the time of termination the customer is enrolled in a new Local On-Net Term Plan with a volume commitment which equals or exceeds the Customer's existing volume commitment, the customer may terminate service under Term Plan without liability as follows: (i) the customer may terminate service at any time during the last three months of the term of service if the customer's Local On-Net Term Plan's term commitment is one year: or (ii) the customer may terminate service at any time during the last six months of the term of service if the customer's new Local On-Net Term Plan's term commitment is equal to or greater than two years.

Cancellation or Discontinuance with Liability: Discontinuance of all services furnished under the Local On-Net Term Plan prior to the expiration of the committed term of service constitutes discontinuance of the plan and the customer will be billed and required to pay an early termination charge equal to the Underutilization Charge for the year of termination plus 50% of all of each annual or monthly volume commitment for each year remaining in the unfulfilled term of service.

Discounts: Customers will receive the following discounts applied to Eligible Volume charges and usage.

	Term Comm	itment/Disc	count (%)		
Volume Commitment	<u>1 year</u>	2 years	3 years	4 years	5 years
\$100/month*			See Price List		
\$250/month*					
\$500/month*					
\$1,000/month*					
\$2,000/month*					
\$3,000/month*					
\$4,000/month*					
\$5,000/month*					

\$7,000/month* \$1,200/annual \$3.000/annual \$6,000/annual \$12,000/annual \$24,000/annual \$36,000/annual \$48,000/annual \$60,000/annual \$84,000/annual \$120,000/annual \$180,000/annual \$300,000/annual \$600.000/annual \$900,000/annual \$1.2M/annual \$1.8M/annual \$2.4M/annual

- * Beginning October 1, 2000, monthly volume commitments will no longer be available to new subscribers.
- 10.6 <u>VFX Service Term Plan</u>: The VFX Service Term Plan is a term plan, in lieu of all other tariffed term plans, available to VFX Service customers. Customers who subscribe to VFX Service Term Plan are subject to the following conditions:

Definition of Terms:

Qualifying Volume is the customer's total monthly recurring VFX Service Digital Per Trunk charge, monthly recurring VFX charge, monthly recurring charges for VFX Service Optional Features and monthly recurring charges for Local ISDN-PRI Optional Features, after the application of promotional and other discounts. Charges for the following are not included as Qualifying Volume and are not calculated in satisfaction of the VFX Service Term Plan volume commitment: Non-recurring charges for VFX Service; non-recurring charges for VFX Service Optional Features; non-recurring charges for Local ISDN-PRI, and taxes.

Eligible Volume is the customer's total monthly recurring VFX Service Digital Per Trunk charge and VFX charge, after the application of promotional and other discounts. Charges for following are not included as Eligible Volume and will not receive VFX Service Term Plan volume discounts: Non-recurring charges for VFX Service; non-recurring and monthly recurring charges for VFX Service Optional Features; non-recurring and monthly recurring charges for Local ISDN-PRI Optional Features, and taxes.

Term Commitment and Renewal Options: A customer must commit to a service for a term of either one, two, three, four, or five years. The term of service will commence no earlier than the first day of the next billing month in which the customer subscribes to the plan. A plan will automatically renew for an equivalent term and volume commitment upon expiration of its term unless the customer provides written notification to cancel the VFX Service Term Plan, which must be received by the Company no more than 30 days after expiration of the existing term. If the customer cancels the existing term plan within 30 days after expiration of the existing term, the customer will receive the discounts for which the customer qualifies during the 30-day period following the expiration of the existing term of service.

Volume Commitment: A customer may elect a VFX Service Term Plan monthly volume commitment of one of the following amounts, calculated after the application of promotional and other discounts:

\$100; \$250; \$500; \$1,000; \$2,000; \$3,000; \$4,000; \$5,000; \$7,000, or an annual volume commitment of the following amounts, calculated after the application of promotional and other discounts: \$120,000; \$180,000; \$300,000; \$600,000; \$900,000; \$1.2 million; \$1.8 million, \$2.4 million. The customer's volume commitment will be based upon the customer's Qualifying Volume. At any time during the term of service, a customer may elect a higher equivalent Annualized volume commitment. If a customer so elects, the term of service expiration date will not change. The new volume commitment will apply beginning in the following month for monthly commitments and as of the beginning of the commitment year in which the new volume commitment is elected for annual commitments. The discounts associated with the new commitment volume level apply to charges and usage only from the new election date forward.

Underutilization Charges: If at the end of any year of the term of service, a customer fails to satisfy its annual volume commitment, the customer must pay the difference between the customer's actual Qualifying Volume in that year and the annual volume commitment. If at the end of any month of the term of service, a customer fails to satisfy its monthly volume commitment, the customer must pay the difference between the customer's actual Qualifying Volume in that month and the monthly volume commitment.

Early Termination Charges:

Cancellation of Discontinuance without Liability: If; (I) the customer's use of VFX Service under a VFX Service Term Plan equals or exceeds the customer's equivalent annualized minimum volume commitment or monthly volume commitment and (II) at the time of termination the customer is enrolled in a new VFX Service Term Plan with a volume commitment which equals or exceeds the customer's existing volume commitment, the customer may terminate service under Term Plan without liability as follows: (I) the customer may terminate service at any time during the last three months of the term of service if the customer's VFX Service Term Plan's term commitment is one year: or, (II) the customer may terminate service at any time during the last six months of the term of service if the customer's new VFX Service Term Plan's term commitment if equal to or greater than two years.

Cancellation or Discontinuance with Liability: Discontinuance of all services furnished under the VFX Service Term Plan prior to the expiration of the committed term of service constitutes discontinuance of the plan and the customer will be billed and required to pay an early termination charge equal to the Underutilization Charge for the year of termination plus 50% of all of each annual or monthly volume commitment for each year remaining in the unfulfilled term of service.

Discounts: Customer will receive the following discounts applied to Eligible Volume charges and usage.

Volume	Term Commit	tment/Discount			
Commitment	<u>1 year</u>	2 years	3 years	4 years	5 years
\$ 100 /month			See Price Lis	t	
250 /month					
500 /month					
1,000 /month					
2,000 /month					
3,000 /month					
4,000 /month					
5,000 /month					
7,000 /month					
120,000 /annual					
180,000 /annual					
300,000 /annual					

600,000 /annual 900,000 /annual 1.2M /annual 1.8M /annual 2.4M /annual

PRICE LIST

Local Line

Non-Recurring Charges	<u>Rate</u>
Line Connection Charge (per line)	\$15.00
Account Setup (per account)	\$32.90
Account Changes Moves, Changes, Additions (per change)	\$14.00
Account Changes (per billing record change)	\$14.00
Line Restoral Charge (per line)	\$20.00
Suspension of Service Restoral Charge (per line)	\$87.70
Order Expedite Charge (per line)	\$25.00
Due Date Change (per occurrence)	\$10.00
Monthly Recurring Charges	<u>Rate</u>
Local Line - Line Charge (per line)	
Plan 1: Measured Option Per Call Option Flat with Cap – Lines*	\$25.00 \$25.00 \$52.00

^{*} Effective March 1, 2001, this calling option will not be available to new subscribers.

Plan 2:

Measured Option:	\$25.00
Per Call Option:	\$25.00

\$2.00

\$4.00

\$8.00

\$4.00

\$3.00

Flat Rate Option: \$52.00

Call Trace (Monthly Subscription Service) \$ 8.00

Optional Features:

Calling Number Delivery \$ 9.50
Call Trace (Per Trace Option) \$ 4.00
Remote Call Forwarding* \$20.00

 Customers who subscribe to Local Line via UNE-P are not eligible to utilize Remote Call Forwarding (RCF).

Flat with Cap - Lines:*

Speed Dial-8 (Mutually Exclusive)

Call Trace (Monthly Service)

Toll Restriction

Call Trace (Per Trace Option)

Speed Dial-30 (Mutually Exclusive)

Each Additional Minute \$ 0.02

* Effective March 1, 2001, this calling option will not be available to new subscribers.

Effective March 1, 2001, this calling option will not be available to new subscribers	
Optional Features Non Recurring Charges: Call Forward-Busy Call Forward-No Answer Call Transfer OR 3-Way Conference (Mutually Exclusive) Call Waiting/Cancel Call Waiting Caller ID-Number Speed Dial-8 (Mutually Exclusive) Speed Dial-30 (Mutually Exclusive) Toll Restriction	Rate \$5.00 \$5.00 \$5.00 \$5.00 \$5.00 \$5.00 \$5.00 \$5.00
Feature Package 1 Includes the Standard Features above and the following Optional Features Call Transfer OR 3-Way Conference (Mutually Exclusive) Call Forward-Busy Call Forward-No Answer Speed Dial-8	\$10.00
Feature Package 2 Includes the Standard Features above, the features in Feature Package 1 plus each of the following: Speed Dial-8 or Speed Dial-30 (Mutually Exclusive) Toll Restriction	\$10.00
Optional Features Monthly Recurring Charges: Call Forward-Busy Call Forward-No Answer Call Transfer OR 3-Way Conference (Mutually Exclusive) Call Waiting/Cancel Call Waiting Caller ID-Number Calling Number Delivery Interim Local Number Portability (ILNP)	Rate \$1.00 \$1.00 \$2.00 \$3.00 \$5.00 \$9.50 \$0.00

MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services Ohio Local Exchange Services Catalog Schedule No. 3 (Enterprise Non-Current Services)

Effective October 1, 2018

Feature Package 1 \$4.50

Includes the Standard Features above and the following Optional Features

Call Transfer OR 3-Way Conference (Mutually Exclusive)

Call Forward-Busy

Call Forward-No Answer

Speed Dial-8

Feature Package 2 \$9.50

Includes the Standard Features above, the features in Feature Package 1 plus each of the following:

Speed Dial-8 or Speed Dial-30 (Mutually Exclusive)

Toll Restriction

Local Trunk - 2 Way Direct

Monthly Recurring Charges

Local Trunk - 2 Way Direct Charge (per trunk)

Flat with Cap-Trunks:* \$91.65

Per Minute Option

Analog:** \$42.80

Per Call Option

Analog:** \$42.80

- * Effective March 1, 2001, this calling option will not be available to new subscribers.
- ** Effective April 1, 2001, analog DID service will not be available to new subscribers.
- ** Effective June 1, 2011, installation of new circuits for Local Basic One Way Outbound, One Way Inbound, or Two Way analog trunks is no longer available to new or existing customers. Existing customers can no longer add circuits, make changes to or move existing service.

(Per block of 1000 numbers after an initial purchase of 2000 numbers in a Metropolitan Statistical Area (MSA) from a single Company switch.)*

\$2,000.00

* This charge applies to orders placed on or after January 15, 2001.

Rates for a volume of Numbers greater than 1000 will be provided on an Individual Case Basis, subject to P.U.C.O. approval.

Virtual Foreign Exchange (VFX) Service

Monthly Recurring Charges

Local ISDN PRI Charge* \$100.00

(Per Trunk) Digital

Digital Trunk Charge (Per trunk):** \$23.00 Local ISDN-PRI Charge (Per trunk):** \$23.00

- * This service is not available to new subscribers beginning May 16, 2002.
- ** This service is only available to new and existing customers who subscribe to a new term plan. This charge is not available to new subscribers beginning October 1, 2003.

LD and Local Online Calling Plan

Effective January 20, 2003, LD and Local Online Calling Plan will no longer be available to new subscribers.

Non-Recurring Charges

Local Line (Per Line): \$50.00

Local Trunk-Basic, Local Trunk-DID or

Local Trunk-2 Way Direct (Per Trunk): \$50.00 Local ISDN-PRI (Per T-1): \$1,000.00

Monthly Recurring Charges (per line or per trunk):

Offering A	\$29.00
Offering B	\$49.00
Offering C	\$49.00
Offering D	\$69.00

<u>Local and Long Distance Service Plus Plan/Local and Long Distance Service-Trunk Solution/</u> Local and Long Distance Service-Line Solution II

Effective January 1, 2004, Local and Long Distance Service Plus Plan/Local and Long Distance Service-Trunk Solution/Local and Long Distance Service-Line Solution II will no longer be available to new subscribers.

<u>Non-recurring Charges:</u> Applicable non-recurring charges apply to services under this program as specified on Price List Sheet Nos. 1, 3, 5, 7, and 8.2.

Monthly Recurring Charges:* The following monthly recurring charges will apply for each Offering under this plan. This charge is identical to, and shall not be in addition to, any monthly recurring charge applicable to Companion Interstate Service or Companion Intrastate Service. Offering A is available on a per-Local Line basis, Offering B is available on a per-Local Trunk basis and Offering C is available on a per-T-1 basis. The following Monthly recurring charges apply:

* Pursuant to Rule 4901:1-6-21(C)(2)(b)(ii), for the bundled offering described herein, the following charges represent the basic local exchange portion of the total charge for the bundled offering: Offering A: \$38.25; Offering B: \$55.25; Offering C: \$1190.

A:	Plan 1:	\$66
	Plan 2:	\$66
B:		\$65
C:		\$1,540

<u>Features</u>	Non-Recurring Charge	Monthly Recurring Charge
Feature Package 1	\$10.00	\$ 3.50
Feature Package 2	\$10.00	\$ 6.50
DID/2 Way Direct Numbers	\$ 5.00	\$ 6.25
(per each block of 20 numbers)		
Call Waiting/Cancel Call Waiting	\$ 5.00	\$ 3.00
Caller ID w/ Name and Number	\$ 5.00	\$ 5.00
Remote Call Forwarding*	\$ 0.00	\$20.00
Vanity Number	\$30.00	\$ 2.00

Customers who subscribe to Local Line via UNE-P are not eligible to utilize Remote Call Forwarding (RCF).

Local Nationwide One Program

Monthly Recurring Charge (Per T-1)

MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services Ohio Local Exchange Services Catalog Schedule No. 3 (Enterprise Non-Current Services)

Effective October 1, 2018

Metered Plan	\$245.56
Flat Plan	\$600.56
Local ISDN-PRI	

Metered Plan \$272.44 Flat Plan \$627.44

Customers selecting the Metered Plan will receive the following program monthly usage rates:

1st MinuteEach Additional Minute\$0.0158\$0.0095

Save Program

Effective March 1, 2004, the Save Program will no longer be available to new subscribers.

<u>Benefits</u>: After enrollment in this program, the Company will provide a one-time credit, not to exceed \$5,000, equal to the net monthly recurring charges billed during the first full invoice after the Company receives notification from the Customer that it wishes to discontinue all service (Program Credit).

Business Advantage Program

Effective January 1, 2004, Business Advantage Program will no longer be available to new subscribers.

<u>Features</u>	Non-Recurring Charge	Monthly Recurring Charge
Feature Package 1	\$10.00	\$ 3.50
Feature Package 2	\$10.00	\$ 6.50
DID/2 Way Direct Numbers	\$ 5.00	\$ 6.25
(per each block of 20 numbers)		
Call Waiting/Cancel Call Waiting	\$ 5.00	\$ 3.00
Caller ID w/ Name and Number	\$ 5.00	\$ 5.00
Remote Call Forwarding ³	\$ 0.00	\$20.00
Vanity Number	\$30.00	\$ 2.00

Customers who subscribe to Local Line via UNE-P are not eligible to utilize Remote Call Forwarding (RCF).

<u>Monthly Charges</u>: The following flat rate monthly recurring charge applies in lieu of monthly recurring charges for these services as specified elsewhere in this tariff:

Local Line (Per line):

Plan 1: \$40.00 Plan 2: \$40.00

Primary Rate Interface

Monthly Recurring Charges

Local ISDN-PRI T-1 Flat with Cap-Trunks Option* \$2,555.00 Local ISDN-PRI T-1 (Per Minute/Per Call Option) \$ 595.00

Local Plus Plan

Beginning January 1, 2004, Local Plus Program will no longer be available to new subscribers.

The following features are available for Local Line service in addition to the Local Line Standard Features.

^{*} Effective March 1, 2001, this calling option will not be available to new subscribers.

	Non-recurring	Monthly Recurring
Feature Package 1	\$10.00	\$ 3.50
Feature Package 2	\$10.00	\$ 6.50
Call Waiting/Cancel Call Waiting	\$ 5.00	\$ 3.00
Caller ID with name and Number	\$ 5.00	\$ 5.00
Remote Call Forwarding (per each path line) ²	\$ 0.00	\$20.00

 Customers who subscribe to Local Line via UNE-P are not eligible to utilize Remote Call Forwarding (RCF).

Features and applicable feature charges for Local Trunk-Basic, Local Trunk-DID, Local Trunk-2 Way Direct and ISDN-PRI are available as described on Price List Sheet Nos. 4, 6, 7.1, 8.2. Blocks of telephone numbers can be obtained in blocks of 20 DID numbers for Local Trunk-DID and Local Trunk-2 Way Direct service. Applicable monthly recurring charges will apply for blocks of 20 DID numbers as specified on Price List Sheet Nos. 6 and 7.

<u>Benefits</u>: Upon installation of Companion Intrastate Service, Companion Interstate Service and Local Service, customers will receive unlimited local exchange service usage.

Non-Recurring Charges: Applicable non-recurring charges apply to services under this program as specified on Price List Sheet Nos. 1, 3, 5, 7, and 8.2.

<u>Monthly Charges</u>: The following flat rate monthly recurring charge applies in lieu of monthly recurring charges for these services as specified elsewhere in this tariff:

Local Line (Per line)

Plan 1:	\$	54.00
Plan 2:	\$	54.00
Local Trunks (Basic, DID and 2 Way Direct) (Per trunk)	\$	50.50
Local Trunks (Basic, DID and 2 Way Direct) (Per T-1)	\$8	95.00
Local ISDN-PRI (Per T-1)	\$8	95.00
Feature Package 1	\$	3.50
Feature Package 2	\$	6.50

<u>Discounts</u>:

These discounts are identical to, and shall not be in addition to, discounts applicable to Companion Intrastate Service and Companion Interstate Service.

A discount will be provided on the monthly recurring plan charge and monthly recurring charges for optional features and feature packages, in lieu of all other discounts, in response to competitive marketplace conditions. To be eligible for this discount, Customer must; 1) demonstrate to the Company's reasonable satisfaction that it will accept another exchange carriers offer in absence of any further inducement, and 2) commit to a new term of service that equals or exceeds 1 year for up to a 5% discount, 2 years for up to a 15% discount and 3 or more years for up to a 15% discount.

Verizon Business Services I

Beginning March 1, 2005, Verizon Business Services I will no longer be available to new subscribers.

Verizon Business Services I Versatile T1

Benefits:

MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services Ohio Local Exchange Services Catalog Schedule No. 3 (Enterprise Non-Current Services)

Effective October 1, 2018

Package A: Customers who subscribe to Versatile T1 service with a minimum 8 circuits and a maximum 12 circuits will receive the monthly recurring charges detailed below.

Package B: Customers who subscribe to Versatile T1 service with a minimum 13 circuits and a maximum 18 circuits will receive the monthly recurring charges detailed below.

Package C: Customers who subscribe to Versatile T1 service with a minimum 19 circuits or a maximum 24 circuits will receive the monthly recurring charges detailed below.

<u>Monthly Recurring Charges</u>: A monthly recurring charge applies to the Plan. This charge is identical to, and shall not be in addition to, any monthly recurring charge applicable to Companion Interstate Service or Companion Intrastate Service. The following Monthly Recurring Charges apply:

Service Monthly Recurring Charge

Package A: \$600.00 Package B: \$690.00 Package C: \$865.00

Additional Benefits: In addition to the monthly recurring charge, customers will receive the benefits of the Companion Intrastate Service as described in MCI Communications Services, Inc. d/b/a Verizon Business Services, P.U.C.O. Tariff No. 1.

Non-Recurring Charges: Applicable non-recurring charges apply to services under the Verizon Business Services Versatile T1 as specified on Price List Sheets 3, 5, and 7. Usage charges, monthly recurring charges, expedite charges, change charges, surcharges, any charges imposed by third parties (including access, egress, jack, or wiring charges), taxes or tax-like surcharges, or other Governmental Charges will not be waived.

Features:

DID blocks (block of 20): Nationwide rate of \$6.25 per month

Miscellaneous Services

Verizon Business Services Versatile T1

Effective September 6, 2005, Verizon Business Services Versatile T1 will no longer be available to new subscribers and existing customers will no longer be able to place new orders.

Benefits

Package A: Customers who subscribe to Versatile T1 service with a minimum 8 circuits and a maximum 12 circuits will receive the monthly recurring charges detailed below.

Package B: Customers who subscribe to Versatile T1 service with a minimum 13 circuits and a maximum 18 circuits will receive the monthly recurring charges detailed below.

Package C: Customers who subscribe to Versatile T1 service with a minimum 19 circuits or a maximum 24 circuits will receive the monthly recurring charges detailed below.

Monthly Recurring Charges

A monthly recurring charge applies to the Plan. This charge is identical to, and shall not be in addition to, any monthly recurring charge applicable to Companion Interstate Service or Companion Intrastate Service. The following Monthly Recurring Charges apply:

Cincinnati Hamilton/Middletown

Package A: \$600.00 \$600.00 Package B: \$690.00 \$690.00 Package C: \$865.00 \$865.00

Additional Benefits

In addition to the monthly recurring charge, customers will receive the benefits of the Companion Intrastate Service as described in Companion Intrastate Service.

Non-Recurring Charges

Applicable non-recurring charges apply to services under the Verizon Business Services Versatile T1 as specified on Price List Sheets 3, 5, and 7. Usage charges, monthly recurring charges, expedite charges, change charges, surcharges, any charges imposed by third parties (including access, egress, jack, or wiring charges), taxes or tax-like surcharges, or other Governmental Charges will not be waived.

Features

DID blocks (block of 20): Nationwide rate of \$6.25 per month

The following local calling features are included at no additional charge:

Caller ID-Name & Number
Complete Blocking for Caller ID
Select Blocking for Caller ID
Call Forwarding Variable
Call Forwarding-Busy

Speed Dial 8 or 30 Call Forwarding-Don't Answer

Call Waiting Voicemail

Three-Way Calling

Verizon Loyalty Plus I Plan

Effective July 1, 2007, the Verizon Loyalty Plus I Plan will no longer be available to new subscribers.

Offer: Existing Company customers who simultaneously order a new eligible MCImetro Legacy Company service "unit" (see table below), excluding upgrades and conversions on existing service and enroll that unit in this plan will receive the following benefit: a one-time credit in the amount indicated in the table below, applied to the monthly recurring charges for the new MCImetro Legacy Company-provided service unit. The credit will be applied to the second full-month's invoice following activation of the new service unit. Customer may designate that the credit be applied either as an invoice credit or a deposit in Customer's Fund account. To receive the benefits of this plan, each eligible service unit must be active, with no pending cancellation request, at the time the credit is applied. Except for this one-time credit, this plan does not change the terms and conditions that apply to the new service unit.

Customers will also receive a waiver of the non-recurring Company-billed installation charges for installation following plan enrollment of all eligible service units identified below. Usage charges, monthly recurring charges, expedite charges, change charges, surcharges, any charges imposed by third parties (including access, egress, jack, or wiring charges), taxes or tax-like surcharges, or other Governmental Charges will not be waived.

This plan applies only with respect to new eligible MCImetro Legacy Company provided service units ordered for installation within 30 days of order (or by Company's quoted installation date if later), by a Customer with at least one MCImetro Legacy Company service which has been actively billing for at least 90 days prior to enrollment in this plan.

Customer may enroll any eligible service unit, but any individual unit may be enrolled only once. Customer may not receive: (i) any discounts, (ii) the benefits of: any Special Customer Arrangement (SCA) or Product

Package, other than Special Customer Arrangements (SCA) Guide Types 2, 3, 4, 5, 6, 7, 8 or 9 or Produce Package SCA Guide Types 13, 14, 15, 16, 18, 19, 20 and 21, or (iii) the benefits of Verizon Business Services I Flexible T1 Promotion, Regional Plus Frame Relay Promotion and Competitive Voice 2 Promotion as described in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at www.verizonbusiness.com on any enrolled unit.

TABLE OF ELIGIBLE COMPANY SERVICE UNITS AND CREDIT AMOUNTS

Product Group	Sub product	Service Unit	Credit Value	Company Installation Charge Waiver (Yes/No)
Voice	Local Trunk Local and Long Distance	Trunk	\$50	Υ
	Service Trunk Solution II	Trunk	\$50	Υ
	Local T1	T1 Circuit	\$500	Υ
	Local PRI	PRI Circuit	\$500	Υ

Verizon Loyalty Plus II Plan

Effective February 1, 2007, this Plan will no longer be available to new subscribers.

Offer: Existing Company customers who simultaneously order a new eligible MCImetro Legacy Company service "unit" (see table below), excluding upgrades and conversions on existing service and enroll that unit in this plan will receive the following benefit: two credits in the amount indicated in the table below, applied to the monthly recurring charges for the new MCImetro Legacy Company-provided service unit. The credits will be applied to the second full-month's and the sixth full-month's invoice following activation of the new service unit. Customer may designate that the credit be applied either as an invoice credit or a deposit in Customer's Fund account. To receive the benefits of this plan, each eligible service unit must be active, with no pending cancellation request, at the time the credits are applied. Except for these two credits, this plan does not change the terms and conditions that apply to the new service unit.

Customers will also receive a waiver of the non-recurring Company-billed installation charges for installation following plan enrollment of all eligible service units identified below. Usage charges, monthly recurring charges, expedite charges, change charges, surcharges, any charges imposed by third parties (including access, egress, jack, or wiring charges), taxes or tax-like surcharges, or other Governmental Charges will not be waived.

This plan applies only with respect to new eligible MCImetro Legacy Company provided service units ordered for installation within 30 days of order (or by Company's quoted installation date if later), by a Customer with at least one MCImetro Legacy Company service which has been actively billing for at least 90 days prior to enrollment in this plan.

Customer may enroll any eligible service unit, but any individual unit may be enrolled only once. Customer may not receive: (i) any discounts, (ii) the benefits of: any Special Customer Arrangement (SCA) or Product Package, other than Special Customer Arrangements (SCA) Guide Types 2, 3, 4, 5, 6, 7, 8 or 9 or Produce Package SCA Guide Types 13, 14, 15, 16, 18, 19, 20 and 21, or (iii) the benefits of Verizon Business Services I Flexible T1 Promotion, Regional Plus Frame Relay Promotion and Competitive Voice 2 Promotion as described in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at www.verizonbusiness.com on any enrolled unit.

TABLE OF ELIGIBLE COMPANY SERVICE UNITS AND CREDIT AMOUNTS

Product Sub Service Credit Company Installation

Group	product	Unit	Value	Charge Waiver (Yes/No)
Voice	Local Trunk	Trunk	\$50	Υ
	Local and Long Distance Service Trunk Solution II	Trunk	\$50	Υ
	Local T1 Local PRI	T1 Circuit PRI Circuit	\$500 \$500	Y Y

Verizon Loyalty Plus III Plan

Beginning August 1, 2006, the Verizon Loyalty Plus III Plan will no longer be available to new subscribers.

Offer: Existing Company customers who simultaneously order a new eligible MCImetro Legacy Company service "unit" (see table below), excluding upgrades and conversions on existing service and enroll that unit in this plan will receive the following benefit: three credits in the amount indicated in the table below, applied to the monthly recurring charges for the new MCImetro Legacy Company-provided service unit. The credits will be applied to the second full-month's, sixth full-month's and twelfth full-month's invoice following activation of the new service unit. Customer may designate that the credit be applied either as an invoice credit or a deposit in Customer's Fund account. To receive the benefits of this plan, each eligible service unit must be active, with no pending cancellation request, at the time the credits are applied. Except for these three credits, this plan does not change the terms and conditions that apply to the new service unit.

Customers will also receive a waiver of the non-recurring Company-billed installation charges for installation following plan enrollment of all eligible service units identified below. Usage charges, monthly recurring charges, expedite charges, change charges, surcharges, any charges imposed by third parties (including access, egress, jack, or wiring charges), taxes or tax-like surcharges, or other Governmental Charges will not be waived.

This plan applies only with respect to new eligible MCImetro Legacy Company provided service units ordered for installation within 30 days of order (or by Company's quoted installation date if later), by a Customer with at least one MCImetro Legacy Company service which has been actively billing for at least 90 days prior to enrollment in this plan. Customer may enroll any eligible service unit, but any individual unit may be enrolled only once.

Customer may not receive: (i) any discounts, (ii) the benefits of: any Special Customer Arrangement (SCA) or Product Package, other than Special Customer Arrangements (SCA) Guide Types 2, 3, 4, 5, 6, 7, 8 or 9 or Produce Package SCA Guide Types 13, 14, 15, 16, 18, 19, 20 and 21, or (iii) the benefits of Verizon Business Services I Flexible T1 Promotion, Regional Plus Frame Relay Promotion and Competitive Voice 2 Promotion as described in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at www.verizonbusiness.com on any enrolled unit.

TABLE OF ELIGIBLE COMPANY SERVICE UNITS AND CREDIT AMOUNTS

Product	Sub	Service	Credit	Company Installation
Group	product	Unit	Value	Charge Waiver (Yes/No)
Voice	Local Trunk Local and Long Distance	Trunk	\$50	Υ
	Service Trunk Solution II	Trunk	\$50	Υ
	Local T1	T1 Circuit	\$500	Y
	Local PRI	PRI Circuit	\$500	Y

New Customer Promotions

Limited Off-Net Local T1/PRI Promotion

Offer: Customer will receive a flat monthly recurring charge (Promotional Charge) as specified by customer's written agreement with the Company for Local T1/PRI service for Customer sites in the following NPA/NXX locations:

NPA/NXXs

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330286 330288 330289 330290 330291 330292 330293 330294 330295 330296 330297 330298
330299 330304 330305 330307 330309 330310 330313 330314 330315 330318 330319 330320
330321 330322 330323 330324 330325 330327 330328 330329 330332 330337 330338 330341
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Eligibility: Customer must:

- Enroll between September 1, 2005 and November 31, 2005;
- Be a new or existing customer adding new circuits per specified NPA/NXXs; and
- Receive Local service which receives the benefits of this promotion under a term of service which equals or exceeds one year.

Other Conditions:

Customer may not receive the benefits of MCI Loyalty Plus I, MCI Loyalty Plus II, MCI Loyalty Plus III, Local T1 Rewards Promotion and MBS II Local Availability Enhancement Promotions or any discounts on the monthly recurring charges that receive the benefits of this promotion.

Emergency Service (Enhanced 911): Rate
Per Access Line \$0.12

CINCINNATI Local Line

Non-Recurring Charges Line Connection Charge (per line)	Rate \$15.00
Account Setup (per account)	\$49.75
Account Changes Moves, Changes, Additions (per change)	\$12.25
Account Changes (per billing record change)	\$12.25
Line Restoral Charge	\$20.00

Inor	lina)
(per	

Suspension of Service \$18.30

Restoral Charge

Order Expedite Charge (per line) \$25.00

Due Date Change (per occurrence) \$10.00

Optional Features Non Recurring Charges:	Rate
Call Forward-Busy	\$5.00
Call Forward-No Answer	\$5.00
Call Transfer OR 3-Way Conference (Mutually Exclusive)	\$5.00
Call Waiting/Cancel Call Waiting	\$5.00
Caller ID-Number	\$5.00
Speed Dial-8 (Mutually Exclusive)	\$5.00
Speed Dial-30 (Mutually Exclusive)	\$5.00
Toll Restriction	\$5.00

Feature Package 1 \$10.00

Includes the Standard Features above and the following Optional Features

Call Transfer OR 3-Way Conference (Mutually Exclusive)

Call Forward-Busy

Call Forward-No Answer

Speed Dial-8

Feature Package 2 \$10.00

Includes the Standard Features above, the features in Feature Package 1 plus each of the following:

Speed Dial-8 or Speed Dial-30 (Mutually Exclusive)

Toll Restriction

Recurring Charges Rate

Local Line - Line Charge

(per trunk)

Plan 1

Measured Option* \$30.00
Per Call Option* \$30.00
Flat Rate Option \$52.00

Plan 2

Measured Option \$25.00
Per Call Option \$25.00
Flat Rate Option \$52.00

* Effective March 1, 2001, this calling option will not be available to new subscribers.

Optional Features

Remote Call Forwarding* \$20.00

 Customers who subscribe to Local Line via UNE-P are not eligible to utilize Remote Call Forwarding (RCF).

Optional Features Monthly Recurring Charges: Call Forward-Busy Call Forward-No Answer Call Transfer OR 3-Way Conference (Mutually Exclusive) Call Waiting/Cancel Call Waiting Caller ID-Number Calling Number Delivery Calling Number Delivery Blocking (Complete) Interim Local Number Portability (ILNP) Speed Dial-8 (Mutually Exclusive) Speed Dial-30 (Mutually Exclusive) Call Trace (Monthly Service) Call Trace (Per Trace Option) Toll Restriction	Rate \$1.00 \$1.00 \$2.00 \$3.00 \$5.00 \$10.50 \$0.00 \$1.00 \$2.00 \$4.00 \$3.00 \$1.50 \$3.00
Feature Package 1 Includes the Standard Features above and the following Optional Features Call Transfer OR 3-Way Conference (Mutually Exclusive) Call Forward-Busy Call Forward-No Answer Speed Dial-8	\$4.50
Feature Package 2	\$9.50

Includes the Standard Features above, the features in Feature Package 1 plus each of

Speed Dial-8 or Speed Dial-30 (Mutually Exclusive)

Speed Dial-8 or Speed Dial-30 (Mutually Exclusive Toll Restriction

CINCINNATI

Local Trunk - Basic

the following:

Monthly Recurring Charges	<u>Rate</u>
Local Trunk - Basic Charge	
Measured Option*	
Analog [*] *	\$35.00
Per Call Option*	
Analog**	\$35.00

- * Effective March 1, 2001, this calling option will not be available to new subscribers.
- ** Effective June 1, 2011, installation of new circuits for Local Basic One Way Outbound, One Way Inbound, or Two Way analog trunks is no longer available to new or existing customers. Existing customers can no longer add circuits, make changes to or move existing service.

CINCINNATI Local Trunk - DID

Monthly Recurring Charges Rate

Local Trunk - DID Charge (Per trunk)

Analog* \$90.25

(Per block of 1000 numbers after an initial purchase

MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services Ohio Local Exchange Services Catalog Schedule No. 3 (Enterprise Non-Current Services)

Effective October 1, 2018

of 2000 numbers in a Metropolitan Statistical Area (MSA) from a single Company switch.)**

\$2,000.00

Rates for a volume of Numbers greater than 1000 will be provided on an Individual Case Basis, subject to P.U.C.O. approval.

Interim Local Number Portability

\$1.00

- * Effective April 1, 2001, analog DID service will not be available to new subscribers.
- * Effective June 1, 2011, installation of new circuits for Local Basic One Way Outbound, One Way Inbound, or Two Way analog trunks is no longer available to new or existing customers. Existing customers can no longer add circuits, make changes to or move existing service.
- ** This charge applies to orders placed on or after January 15, 2001.
- *** Effective January 15, 2001, rates for a volume of Numbers greater than 1000 will no longer be provided on an Individual Case Basis.

CINCINNATI

Local Trunk - 2 Way Direct

Monthly Recurring Charges

Local Trunk - 2 Way Direct (Per Trunk)

Flat Rate Option

Analog:* \$90.25

Per Minute Option**

Analog:* \$78.66

Per Call Option**

Analog:* \$78.66

(Per block of 1000 numbers after an initial purchase of 2000 numbers

in a Metropolitan Statistical Area (MSA) from a single Company switch.)*** \$2,000.00

Rates for a volume of Numbers greater than 1000 will be provided on an Individual Case Basis, subject to P.U.C.O. approval.****

- * Effective April 1, 2001, analog 2 Way Direct service will not be available to new subscribers.
- * Effective June 1, 2011, installation of new circuits for Local Basic One Way Outbound, One Way Inbound, or Two Way analog trunks is no longer available to new or existing customers. Existing customers can no longer add circuits, make changes to or move existing service.
- ** Effective March 1, 2001, this calling option will not be available to new subscribers.
- *** This charge applies to orders placed on or after January 15, 2001.
- **** Effective January 15, 2001, rates for a volume of Numbers greater than 1000 will no longer be provided on an Individual Case Basis.

<u>Term Commitment and Renewal Options:</u> The Customer must commit to service for a term of either one or two years (Initial Term). The term of service will automatically renew on a month-to-month basis (Extended Term) upon expiration of its Initial Term and Extended Term(s), unless either the Customer or the Company provides written notification to terminate the term, which must be received by the other party no more than 60 days prior to the expiration of the existing term.

<u>Credits</u>: During each monthly period of the term of service, the Customer will receive a credit equal to 10 percent of the standard tariffed monthly recurring charges (excluding features) and usage rates for Local Line, Local Trunk-Basic, Local Trunk-DID, Local Trunk-2 Way Direct and ISDN-PRI service.

Local Plus Plan

Beginning January 1, 2004, Local Plus Program will no longer be available to new subscribers.

The following features are available for Local Line service in addition to the Local Line Standard Features.

	Non-recurring	Monthly Recurring
Feature Package 1	\$10.00	\$ 3.50
Feature Package 2	\$10.00	\$ 6.50
Call Waiting/Cancel Call Waiting	\$ 5.00	\$ 3.00
Caller ID with name and Number	\$ 5.00	\$ 5.00
Remote Call Forwarding*	\$ 0.00	\$20.00
(per each path line)		

^{*} Customers who subscribe to Local Line via UNE-P are not eligible to utilize Remote Call Forwarding (RCF).

Features and applicable feature charges for Local Trunk-Basic, Local Trunk-DID, Local Trunk-2 Way Direct and ISDN-PRI are available as described on Price List Sheet Nos. 22, 24, 24.2, and 31. Blocks of telephone numbers can be obtained in blocks of 20 DID numbers for Local Trunk-DID and Local Trunk-2 Way Direct service. Applicable monthly recurring charges will apply for blocks of 20 DID numbers as specified on Price List Sheet Nos. 24 and 24.1.

Non-Recurring Charges: Applicable non-recurring charges apply to services under this program as specified on Price List Sheet Nos. 19, 21, 23, 24.1, and 30.

<u>Monthly Charges</u>: The following flat rate monthly recurring charge applies in lieu of monthly recurring charges for these services as specified elsewhere in this tariff:

Local Line (Per line)

(· · · · · · · · · · · · · · · · ·	
Plan 1:	\$ 54.00
Plan 2:	\$ 54.00
Local Trunks (Basic, DID and 2 Way Direct) (Per trunk)	\$ 50.50
Local Trunks (Basic, DID and 2 Way Direct) (Per T-1)	\$895.00
Local ISDN-PRI (Per T-1)	\$895.00
Feature Package 1	\$ 3.50
Feature Package 2	\$ 6.50

<u>Benefits</u>: Upon installation of Companion Intrastate Service, Companion Interstate Service and Local Service, customers will receive unlimited local exchange service usage.

<u>Discounts</u>: These discounts are identical to, and shall not be in addition to, discounts applicable to Companion Intrastate Service and Companion Interstate Service.

A discount will be provided on the monthly recurring plan charge and monthly recurring charges for optional features and feature packages, in lieu of all other discounts, in response to competitive marketplace conditions. To be eligible for this discount, Customer must; 1) demonstrate to the Company's reasonable satisfaction that it will accept another exchange carriers offer in absence of any further inducement, and 2) commit to a new term of service that equals or exceeds 1 year for up to a 5% discount, 2 years for up to a 15% discount and 3 or more years for up to a 15% discount.

CINCINNATI Local Nationwide One Program

Local Trunk-Basic, Local Trunk-DID and Local Trunk-2 Way

Metered Plan \$220.12 Flat Plan \$575.12

Local ISDN-PRI

Metered Plan \$253.72 Flat Plan \$608.72

Customers selecting the Metered Plan will receive the following program monthly usage rates:

Each Additional Minute 1st Minute \$0.0158 \$0.0095

CINCINNATI

Save Program

Beginning March 1, 2004, the Save Program will no longer be available to new subscribers.

Benefits: After enrollment in this program, the Company will provide a one-time credit, not to exceed \$5,000, equal to the net monthly recurring charges billed during the first full invoice after the Company receives notification from the Customer that it wishes to discontinue all service (Program Credit).

CINCINNATI

Local and Long Distance Service Plus Plan/Local and Long Distance Service-Trunk Solution/ Local and Long Distance Service-Line Solution II

Beginning January 1, 2004, Local and Long Distance Service Plus Plan/Local and Long Distance Service-Trunk Solution/Local and Long Distance Service-Line Solution II will no longer be available to new subscribers.

Non-recurring Charges: Applicable non-recurring charges apply to services under this program as specified on Price List Sheet Nos. 19, 21, 23, 24.1, and 30.

Monthly Recurring Charges:* The following monthly recurring charges will apply for each Offering under this plan. This charge is identical to, and shall not be in addition to, any monthly recurring charge applicable to Companion Interstate Service or Companion Intrastate Service. Offering A is available on a per-Local Line basis, Offering B is available on a per-Local Trunk basis and Offering C is available on a per-T-1 or ISDN PRI basis. The following monthly recurring charges apply:

Pursuant to Rule 4901:1-6-21(C)(2)(b)(ii), for the bundled offering described herein, the following charges represent the basic local exchange portion of the total charge for the bundled offering: Offering A: \$38.25; Offering B: \$55.25; Offering C: \$1190.

Monthly Recurring Charge

\$1.540.00

A:

C:

Plan 1: 49.50 Plan 2: 66.00

B: 65.00

Non-Recurring Charge Monthly Recurring Charge Features

<u>i caluics</u>	Non-Necurring Charge	Monthly Recurring C
Feature Package 1	\$10.00	\$ 3.50
Feature Package 2	\$10.00	\$ 6.50
DID/2 Way Direct Numbers	\$ 5.00	\$ 6.25

(per each block of 20 numbers)		
Call Waiting/Cancel Call Waiting	\$ 5.00	\$ 3.00
Caller ID w/ Name and Number	\$ 5.00	\$ 5.00
Remote Call Forwarding ³	\$ 0.00	\$20.00
Vanity Number	\$30.00	\$ 2.00

* Customers who subscribe to Local Line via UNE-P are not eligible to utilize Remote Call Forwarding (RCF).

CINCINNATI

Business Advantage Program

Beginning January 1, 2004, Business Advantage Program and Local and Long Distance Line Solution will no longer be available to new subscribers.

<u>Features</u>	Non-Recurring Charge	Monthly Recurring Charge
Feature Package 1	\$10.00	\$ 3.50
Feature Package 2	\$10.00	\$ 6.50
DID/2 Way Direct Numbers	\$ 5.00	\$ 6.25
(per each block of 20 numbers)		
Call Waiting/Cancel	\$ 5.00	\$ 3.00
Caller ID w/ Name and Number	\$ 5.00	\$ 5.00
Remote Call Forwarding*	\$ 0.00	\$20.00
Vanity Number	\$30.00	\$ 2.00

^{*} Customers who subscribe to Local Line via UNE-P are not eligible to utilize Remote Call Forwarding (RCF).

<u>Monthly Charges</u>: The following flat rate monthly recurring charge applies in lieu of monthly recurring charges for these services as specified elsewhere in this tariff:

Local Line (Per line):

Plan 1: \$40.00 Plan 2: \$40.00

CINCINNATI

Miscellaneous Services

CINCINNATI

Verizon Loyalty Plus I Plan

Effective July 1, 2007, the Verizon Loyalty Plus I Plan will no longer be available to new subscribers.

Offer: Existing Company customers who simultaneously order a new eligible MCImetro Legacy Company service "unit" (see table below), excluding upgrades and conversions on existing service and enroll that unit in this plan will receive the following benefit: a one-time credit in the amount indicated in the table below, applied to the monthly recurring charges for the new MCImetro Legacy Company-provided service unit. The credit will be applied to the second full-month's invoice following activation of the new service unit. Customer may designate that the credit be applied either as an invoice credit or a deposit in Customer's Fund account. To receive the benefits of this plan, each eligible service unit must be active, with no pending cancellation request, at the time the credit is applied. Except for this one-time credit, this plan does not change the terms and conditions that apply to the new service unit.

Customers will also receive a waiver of the non-recurring Company-billed installation charges for installation following plan enrollment of all eligible service units identified below. Usage charges, monthly recurring

charges, expedite charges, change charges, surcharges, any charges imposed by third parties (including access, egress, jack, or wiring charges), taxes or tax-like surcharges, or other Governmental Charges will not be waived.

This plan applies only with respect to new eligible MCImetro Legacy Company provided service units ordered for installation within 30 days of order (or by Company's quoted installation date if later), by a Customer with at least one MCImetro Legacy Company service which has been actively billing for at least 90 days prior to enrollment in this plan.

Customer may enroll any eligible service unit, but any individual unit may be enrolled only once. Customer may not receive: (i) any discounts, (ii) the benefits of: any Special Customer Arrangement (SCA) or Product Package, other than Special Customer Arrangements (SCA) Guide Types 2, 3, 4, 5, 6, 7, 8 or 9 or Produce Package SCA Guide Types 13, 14, 15, 16, 18, 19, 20 and 21, or (iii) the benefits of Verizon Business Services I Flexible T1 Promotion, Regional Plus Frame Relay Promotion and Competitive Voice 2 Promotion as described in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at www.verizonbusiness.com on any enrolled unit.

TABLE OF ELIGIBLE COMPANY SERVICE UNITS AND CREDIT AMOUNTS

Product Group	Sub product	Service Unit	Credit Value	Company Installation Charge Waiver (Yes/No)
Voice				
	Local Trunk	Trunk	\$50	Υ
	Local and Long Distance Service Trunk Solution II	Trunk	\$50	Υ
		T4 0: ''	# 500	V
	Local T1	T1 Circuit	\$500	Υ
	Local PRI	PRI Circuit	\$500	Υ

CINCINNATI

Verizon Loyalty Plus II Plan

Effective February 1, 2007, this Plan will no longer be available to new subscribers.

Offer: Existing Company customers who simultaneously order a new eligible MCImetro Legacy Company service "unit" (see table below), excluding upgrades and conversions on existing service and enroll that unit in this plan will receive the following benefit: two credits in the amount indicated in the table below, applied to the monthly recurring charges for the new MCImetro Legacy Company-provided service unit. The credits will be applied to the second full-month's and the sixth full-month's invoice following activation of the new service unit. Customer may designate that the credit be applied either as an invoice credit or a deposit in Customer's Fund account. To receive the benefits of this plan, each eligible service unit must be active, with no pending cancellation request, at the time the credits are applied. Except for these two credits, this plan does not change the terms and conditions that apply to the new service unit.

Customers will also receive a waiver of the non-recurring Company-billed installation charges for installation following plan enrollment of all eligible service units identified below. Usage charges, monthly recurring charges, expedite charges, change charges, surcharges, any charges imposed by third parties (including access, egress, jack, or wiring charges), taxes or tax-like surcharges, or other Governmental Charges will not be waived.

This plan applies only with respect to new eligible MCImetro Legacy Company provided service units ordered for installation within 30 days of order (or by Company's quoted installation date if later), by a Customer with at least one MCImetro Legacy Company service which has been actively billing for at least 90 days prior to enrollment in this plan.

Customer may enroll any eligible service unit, but any individual unit may be enrolled only once. Customer may not receive: (i) any discounts, (ii) the benefits of: any Special Customer Arrangement (SCA) or Product Package, other than Special Customer Arrangements (SCA) Guide Types 2, 3, 4, 5, 6, 7, 8 or 9 or Produce Package SCA Guide Types 13, 14, 15, 16, 18, 19, 20 and 21, or (iii) the benefits of Verizon Business Services I Flexible T1 Promotion, Regional Plus Frame Relay Promotion and Competitive Voice 2 Promotion as described in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at www.verizonbusiness.com on any enrolled unit.

TABLE OF ELIGIBLE COMPANY SERVICE UNITS AND CREDIT AMOUNTS

Product Group	Sub product	Service Unit	Credit Value	Company Installation Charge Waiver (Yes/No)
Voice	Local Trunk	Trunk	\$50	Υ
	Local and Long Distance Service Trunk Solution II	Trunk	\$50	Υ
	Local T1	T1 Circuit	\$500	Υ
	Local PRI	PRI Circuit	\$500	Υ

CINCINNATI

Verizon Loyalty Plus III Plan

Beginning August 1, 2006, the Verizon Loyalty Plus III Plan will no longer be available to new subscribers.

Offer: Existing Company customers who simultaneously order a new eligible MCImetro Legacy Company service "unit" (see table below), excluding upgrades and conversions on existing service and enroll that unit in this plan will receive the following benefit: three credits in the amount indicated in the table below, applied to the monthly recurring charges for the new MCImetro Legacy Company-provided service unit. The credits will be applied to the second full-month's, sixth full-month's and twelfth full-month's invoice following activation of the new service unit. Customer may designate that the credit be applied either as an invoice credit or a deposit in Customer's Fund account. To receive the benefits of this plan, each eligible service unit must be active, with no pending cancellation request, at the time the credits are applied. Except for these three credits, this plan does not change the terms and conditions that apply to the new service unit.

Customers will also receive a waiver of the non-recurring Company-billed installation charges for installation following plan enrollment of all eligible service units identified below. Usage charges, monthly recurring charges, expedite charges, change charges, surcharges, any charges imposed by third parties (including access, egress, jack, or wiring charges), taxes or tax-like surcharges, or other Governmental Charges will not be waived.

This plan applies only with respect to new eligible MCImetro Legacy Company provided service units ordered for installation within 30 days of order (or by Company's quoted installation date if later), by a Customer with at least one MCImetro Legacy Company service which has been actively billing for at least 90 days prior to enrollment in this plan. Customer may enroll any eligible service unit, but any individual unit may be enrolled only once.

Customer may not receive: (i) any discounts, (ii) the benefits of: any Special Customer Arrangement (SCA) or Product Package, other than Special Customer Arrangements (SCA) Guide Types 2, 3, 4, 5, 6, 7, 8 or 9 or Produce Package SCA Guide Types 13, 14, 15, 16, 18, 19, 20 and 21, or (iii) the benefits of Verizon Business Services I Flex T1 Promotion, Regional Plus Frame Relay Promotion and Competitive Voice 2 Promotion as described in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at www.verizonbusiness.com on any enrolled unit.

TABLE OF ELIGIBLE COMPANY SERVICE UNITS AND CREDIT AMOUNTS

Product Group	Sub product	Service Unit	Credit Value	Company Installation Charge Waiver (Yes/No)
Voice				
	Local Trunk	Trunk	\$50	Υ
	Local and Long Distance Service Trunk Solution II	Trunk	\$50	Υ
	Local T1	T1 Circuit	\$500	Υ
	Local PRI	PRI Circuit	\$500	Υ

CINCINNATI Usage Rates

Per Call* \$0.13

Measured*

Peak Off Peak
First Minute
\$0.0315 First Minute
\$0.0300

Peak Off Peak

Each Add'l Minute Each Add'l Minute

\$0.0300 \$0.0260

CINCINNATI

LD and Local Online Calling Plan

Effective April 1, 2003, the LD and Local Online Calling Plan will no longer be available to new subscribers.

Non-Recurring Charges: The following non-recurring charges will apply for Local Line Connection charge, Local Trunk Line Connection charge and Local ISDN-PRI T-1 Installation Charge:

Local Line (Per Line): \$ 50.00

Local Trunk-Basic, Local Trunk-DID

or Local Trunk-2 Way Direct (Per Trunk): \$ 50.00

Local ISDN-PRI (Per T-1): \$1,000.00

Monthly Recurring Charges:

Offering	Monthly Recurring Charge (per line or per trunk)
Α	\$29.00
В	\$49.00
С	\$49.00
D	\$69.00

CINCINNATI

Primary Rate Interface

^{*} Effective March 1, 2001, this calling option will not be available to new subscribers.

Monthly Recurring Charges

Local ISDN PRI T-1 Per Minute/Per Call Options* \$ 525.00

Local ISDN-PRI T-1 Flat Rate Option \$2,555.00

Call-by-call Option \$ 120.00

Feature Package 1 \$ 210.00

(includes Call-by-call & Calling Number Delivery)

CINCINNATI Local T1 Rewards Promotion

Offer: Eligible customers, as defined below, who enroll in this promotion and subscribe to facilities based MCI Local T1 and/or PRI Service ("Promotional Service") will receive a waiver of monthly recurring charges for Promotional Service, applied to Customer's first, second (if eligible), and third (if eligible) invoice(s) following activation of Promotional Service. In addition, customer will receive a waiver of DID block monthly recurring charges for the duration of the Customer's MCI Services Agreement ("Agreement").

<u>Term</u>	<u>Benefit</u>
1 year	Waiver of one month Promotional Service and monthly recurring charges for DID blocks for duration of Agreement.
2 year	Waiver of two months Promotional Service and monthly recurring charges for DID blocks for duration of Agreement
3+ year	Waiver of three months Promotional Service and monthly recurring charges for DID blocks for duration of Agreement.

Eligibility:

- New customers and existing customers who enroll in an Agreement and, for the first time, subscribe to MCI Business Services I Local, MCI Business Services I Local Line Solution, MCI Business Services I Local and Long Distance, MCI Business Services Local and Long Distance Line Solution, MCI Business Services II Local or MCI Business Services II Local and Long Distance in combination with MCI Full Local T1/ PRI service.
- Existing MCI Local customers enrolled in an Agreement having a three-year or greater term with a minimum of 12 months remaining who order additional Promotional Service are eligible to receive a waiver of three months Promotional Service.
- Existing MCI Local customers enrolled in an Agreement having a two-year term commitment with a minimum of 12 months remaining who order additional Promotional Service are eligible to receive a waiver of two months Promotional Service.
- Customers must enroll between March 1, 2005 and September 30, 2005.
- Promotional Benefit applies only to Promotional Service ordered during the promotion enrollment period, for installation completed by October 31, 2005.
- Customer may not receive the benefits of MCI Loyalty Plus I, MCI Loyalty Plus II and MCI Loyalty Plus III promotions on Promotional Service.
- Customers who subscribe to MCI Business Service Flexible T1, UNE-P, Local Lines, Trunk and Metered Rate service are not eligible.

^{*} Effective March 1, 2001, this calling option will not be available to new subscribers.

Effective October 1, 2018

CINCINNATI New Customer Promotions

Local NationwideOne Promotion

Beginning November 8, 2001 and ending October 31, 2002, the Company will offer the following promotion to (a) new facilities-based business customers who order a new T-1 of Digital Local Trunk-Basic, Digital Local Trunk-DID, Digital Local Trunk-2 Way Direct and/or Local ISDN-PRI service (Promotional Service); and (b) existing facilities-based business customers who order a new T-1 of Promotional Service.

Eligibility: To be eligible for this promotion:

-new and existing customers who are not existing subscribers to an On-Net Term Plan or Local On-Net Term Plan (Term Plan), must subscribe to a new Term Plan at the time of promotion enrollment. Existing customers whose existing Term Plan is due to expire at the time of promotion enrollment are eligible to receive the benefits of this promotion for new Promotional Service provided that the existing customer subscribes to a new Term Plan pursuant to the renewal eligibility terms and conditions set forth in the Term Plan Agreement;

Benefits: Enrolled Customers may select a metered plan or flat rate plan. The following monthly recurring charge (Promotional Charge) per T-1will apply for three months from the Promotional Service install date based on the plan selected:

Monthly Recurring Charge (Per T-1)

	Monthly Recurring Charge (Fer 1-1)
Local Trunk-Basic, Local Trunk-DID and Local Trunk-2 Way	
Metered Plan:	\$220.12
Flat Plan:	\$575.12
Local ISDN-PRI	
Metered Plan:	\$253.72
Flat Plan:	\$608.72

Customers selecting the Metered Plan will receive the following promotional monthly usage rates:

1st Minute	Each Additional Minute
\$0.0158	\$0.0095

The Promotional Charge is in lieu of the standard tariffed monthly recurring charges (except for DID number charges and Local ISDN-PRI feature package charges) for Promotional Service, usage charges, and any other local promotions (except for Install Waiver Promotion and Local Satisfaction Guarantee Promotion).

Other Conditions: Customers selecting the Flat Plan are subject to the Flat with Cap-Trunks minute limit and usage charges as specified in Section 3-3.1.6 and Price List Sheet No. 4. Existing customers are not eligible to receive the Promotional Charge for new Promotional Service added to a location where the customer already has existing local service. Customers enrolled in the Metered Plan who have more than 70% of their traffic carried via inbound local and have an average off-hook time per call of more than ten minutes are not eligible to receive the benefits of this promotion. Existing customers enrolled in the Local All Inclusive T-1 Promotion I are not eligible to receive the benefits of this promotion for new Promotional Service.

Local Express Promotion

Beginning March 5, 2002 and ending September 30, 2002, the Company will offer the following promotion to new facilities-based business customers who order a new T-1 of Digital Local Trunk-Basic, Digital Local Trunk-DID, Digital Local Trunk-2 Way Direct and/or Local ISDN-PRI service (Promotional Service).

Eligibility: To be eligible for this promotion:

- new customers must subscribe to a new Term Plan at the time of promotion enrollment;
- customers must receive interstate long distance service under Special Customer Arrangement (SCA) Guide Type 1 as described in the MCI's "Service and Publication and Price Guide" located on

the Company's website at www.mci.com.

Benefits: Enrolled Customers may select a Flat Plan or Metered Plan. The following monthly recurring charge (Promotional Charge) will apply for the length of the customer's term commitment based on the plan selected and term of service:

	Monthly Recu	Monthly Recurring Charges	
	1 Year	2 Years	
Local Trunk-Basic, Local Trunk-DID and			
Local Trunk-2 Way Direct			
Flat Plan:	\$535.12	\$495.12	
Metered Plan:	\$197.87	\$175.62	
Local ISDN-PRI			
Flat Plan:	\$568.72	\$528.72	
Metered Plan:	\$231.47	\$209.22	

Customers selecting the Metered Plan will receive the following promotional monthly usage rates based on term of service:

	<u>1 Year</u>	<u>2 Years</u>
1st Minute:	\$0.0150	\$0.0142
Each Add'l Minute	\$0.0090	\$0.0086

The Promotional Charge is in lieu of the standard tariffed monthly recurring charges (except for DID number charges and Local ISDN-PRI feature package charges) for Promotional Service, usage charges, discounts (including term plan discounts) and any other local promotions (except for Install Waiver Promotion and Local Satisfaction Guarantee Promotion).

Other Conditions: Existing customers are not eligible to receive the Promotional Charge for new Promotional Service added to a location where the customer already has existing local service. Customers are not eligible to receive discounts (including term plan discounts) or any other promotional offerings except for the Local Installation Waiver Promotion and Local Satisfaction Guarantee Promotion.

Call Trace Promotion

Beginning August 30, 1998 and ending November 30, 1998, MCImetro will offer the following promotion to new and existing facilities based local exchange business customers who utilize the Call Trace feature. MCImetro will waive the monthly recurring subscription charge or the per trace charge during the term of this promotion. This promotion covers facilities based local exchange business customers served by MCImetro in its Cincinnati and Cleveland service areas.

ILNP Promotion

Beginning July 30, 1998 and ending November 30, 1998, MCImetro will waive the Interim Local Number Portability monthly recurring charge for Local Line, Local Trunk - Basic, Local Trunk - DID and 2 Way Direct. This promotion is limited to one number per line/per trunk or one number per DID trunk.

Install Waiver Promotion

Beginning October 2, 1998 and ending October 31, 2002, the Company will offer the following promotion to all new business facilities based customers who convert existing local exchange service from another local exchange carrier to MCImetro Local Services. To receive the benefits of this promotion, customers must commit, at the time of converting to MCImetro Local Service, to at least a one year term commitment under the Local Exchange Service Term Plan 2 discount program. Eligible customers will have the installation charges listed below waived for the length of their committed term:

Account Setup

Account Changes (including Moves, Changes, Additions, and Billing Record Changes)

Line Connection Charges (Local Line, Local Trunk-Basic, Local Trunk-DID, Local Trunk-2 Way Direct)
Direct Inward Dialing (DID/2 Way Direct Installation for Blocks of DID/2 Way Direct Numbers
Vanity Number Non-Recurring Charge
Directory Listings Non-Recurring Charges
Non-recurring charges for Optional Features
Non-recurring charges for Local ISDN/PRI T-1 Installation and Local ISDN PRI Optional Features
Selective Call Screening Non-Recurring Charge

Customers who terminate their term plan prior to the expiration of the committed term will no longer receive the benefits of this promotion. New lines, trunks, or new locations added after the initial service install are not eligible for the installation waiver for the committed term. Additional services converted from another local exchange carrier after the initial service install will be eligible for the install waiver for the committed term.

Lit Building Promotion

Beginning May 28, 1999 and ending September 30, 2000, the Company will offer the following promotion to new customers of local service who, at time of promotion enrollment (i) enroll in at least a one-year, \$100 per month term/volume commitment under the On-Net Term Plan or Local On-Net Term Plan discount programs and (ii) are located and provisioned in a building connected via Company-owned fiber to the Company's network (Lit Building).

Eligible customers enrolled in this promotion will receive a credit applied to each invoice month specified in the schedule below based on the customer's selected length of term commitment:

<u>l erm Commitment</u> <u>Invoice Month</u>	
1 Year 13 th , 14 th and 15 th month	
2 Year 13 th , 14 th , 15 th , 25 th , 26 th and 27 th month	
3 Year 13 th , 14 th , 15 th , 25 th , 26 th , 27 th , 37 th and 38 th month	
4 Year 13 th , 14 th , 15 th , 25 th , 26 th , 27 th , 37 th , 38 th , 49 th , and 50 th month	
5 Year 13 th , 14 th , 15 th , 25 th , 26 th , 27 th , 37 th , 38 th , 49 th , 50 th , 61 st and 62 nd m	onth

For Flat Rate Option customers each credit will be equal to the customer's monthly recurring Local Line, Local Trunk-Basic, Local Trunk-DID/2 Way Direct, Local Trunk-DID/2 Way Direct Number Charges and Local Trunk ISDN PRI charges for Lit Building locations as defined in this promotion (collectively, "Local Service Charges"), after discounts, based on the month of service prior to each invoice month specified in the schedule above. For Measured Option customers each credit will be equal to the Local Service Charges, after discounts, based on the month of service prior to each invoice month specified in the schedule above. Measured Option customers will receive an additional credit for usage incurred calculated based on the average local usage for the 3 months of service prior to each invoice month as specified in the schedule above.

Lit Building Local Line customers will receive a monthly credit equal to the monthly recurring charges for Optional Features (excluding Selective Call Screening, Call Trace and Calling Number Delivery).

Term commitment credits provided under this promotion will not be calculated upon: Directory Assistance charges; operator service charges; and Optional Feature monthly charges. Customers discontinuing local service or terminating their term plan prior to the expiration of the committed term will no longer receive the benefits of this promotion. Only lines and trunks ordered within 60 days of the customer's term plan enrollment signature date are eligible for the benefits of this promotion. The benefits of this promotion are not available to customers who receive service under a Special Customer Arrangement (SCA).

Digital Dividend Promotion

Beginning October 10, 1999 and ending October 31, 2002, the Company will offer the following promotion to new and existing customers who purchase new digital Local Trunk-Basic, digital Local Trunk-DID/2 Way Direct or digital Local ISDN PRI trunks.

Eligibility: To be eligible to enroll in this promotion, customers must satisfy the following conditions at the time of promotion enrollment:

- -subscribe to an On-Net Term Plan which equals or exceeds one year. Existing customers who are enrolled in an existing On-Net Term Plan, must subscribe to a new On-Net Term Plan following the terms and conditions set forth in the On-Net Term Plan for renewals; and,
- -order installation of new digital Local Trunk-Basic, digital Local Trunk-DID/2 Way Direct or digital Local ISDN PRI trunks terminating to a PBX.

Benefits: Eligible customers enrolled in this promotion will receive a credit per location applied to each invoice month specified in the schedule below based on the customer's selected length of term commitment:

Invoice Month
11 th and 12 th month
11 th , 12 th , 23 rd and 24 th month
11 th , 12 th , 23 rd , 24 th , 35 th and 36 th month
11 th , 12 th , 23 rd , 24 th , 35 th and 36 th month
11 th , 12 th , 23 rd , 24 th , 35 th and 36 th month

Each credit will be equal to the customer's monthly recurring Local Trunk-Basic, Local Trunk-DID/2 Way Direct, Local Trunk-DID/2 Way Direct Number Charges and Local Trunk ISDN PRI charges for trunks ordered within 60 days after the customer's tem plan enrollment signature date, after discounts, based on the month of service prior to each invoice month specified in the schedule above. Measured Option customers will receive an additional credit for usage incurred based on the average local usage for the 3 months of service prior to each invoice month as specified in the schedule above.

Credits provided under this promotion will not be calculated upon: Directory Assistance charges; operator service charges; and Optional Feature monthly charges. Customers discontinuing local service or terminating their term plan prior to the expiration of the committed term will no longer receive the benefits of this promotion. Customer locations enrolled in the Lit Building Promotion or the Digital Discovery Promotion are not eligible to receive the benefits of this promotion. The benefits of this promotion are not available to customers who receive service under a Special Customer Arrangement (SCA).

Digital Discovery Promotion

Beginning October 10, 1999 and ending October 31, 2002, the Company will offer the following promotion to new and existing customers who order new digital Local Trunk-Basic or digital Local Trunk-DID/2 Way Direct trunks.

Eligibility: To be eligible to enroll in this promotion, customers must satisfy the following conditions.

Upon enrollment in this promotion:

Customers must subscribe to an On-Net Term Plan with a term and volume commitment that equals or exceeds one year, \$1,000 per month. Existing customers enrolled in an existing On-Net Term Plan, must subscribe to a new On-Net Term Plan following the terms and conditions set forth in the On-Net Term Plan for renewals.

Benefits: Eligible customers enrolled in this promotion will receive the following one-time credit per facility to offset the cost the customer incurs to purchase and install T-1 digital PBX cards, channel banks and CSUs. The credit will be based on the term and volume commitment that the customer selects and will be applied to the first full month's invoice.

Term Commitment/Credit
1 Year 2 Year 3 Year 4 Year 5 Year

Volume Commitment

1,000 /month	\$1,000	\$1,750	\$2,500	\$2,500	\$2,500
2,000/month	\$1,000	\$1,750	\$2,500	\$2,500	\$2,500
3,000/month	\$1,250	\$2,500	\$3,500	\$3,500	\$3,500
4,000/month	\$1,250	\$2,500	\$3,500	\$3,500	\$3,500
5,000/month +	\$1,750	\$3,500	\$4,500	\$4,500	\$4,500

To receive credit, customers must prove to the Company's reasonable satisfaction that it acquired T-1 digital PBX cards, channel banks or CSUs within 90 days after the customer's tem plan enrollment signature date. Customers disconnecting service prior to the expiration of the term commitment will be billed and required to repay the credit received under this promotion. Customer locations enrolled in the Lit Building Promotion or the Digital Dividend Promotion are not eligible to receive the benefits of this promotion. The benefits of this promotion are not available to customers who receive service under a Special Customer Arrangement (SCA).

FX Service Promotion

Beginning July 6, 2001 and ending October 31, 2001, the Company will offer the following promotion to new customers of FX Service for Local ISDN-PRI. Eligible customers will receive a monthly credit equal to \$75.00 per trunk per T-1 of Local ISDN-PRI applied to the monthly recurring digital per trunk charge for FX Service. In addition, the monthly recurring FX charge will be waived. The benefits of this promotion will apply for the duration of the promotion.

T-up the Internet Promotion

Beginning October 1, 2001 and ending October 31, 2002, the Company will offer the following promotion to new and existing facilities-based business customers.

Eligibility: To be eligible for this promotion, customers must satisfy the following conditions at the time of promotion enrollment:

Customers must order installation of at least one new channelized digital T-1 circuit of which 18 local channels must be used by the customer for digital Local Trunk-Basic, digital Local Trunk-DID, and/or digital Local Trunk-2 Way Direct service provided by the Company and up to 6 channels must be used by the customer for Internet channels of 384K bandwidth. (Promotional Circuit)

New customers and existing customers not already on a term commitment must commit to a term of service for at least one year. Existing customers with a remaining term of service that equals or exceeds one year will remain on their existing term commitment. Existing customers with a remaining term of service less than one year must sign a new term commitment for at least one year.

Other Requirements: Each Promotional Circuit must be installed on or before January 31, 2003.

Benefits: In each monthly period of a customer's term of service, enrolled customers will be charged a monthly recurring charge of \$950.00 per Promotional Circuit. (Promotional Rate)

Other Conditions: Customers enrolled in this promotion are not eligible to receive the benefits of any other promotion or discounts including term plan discounts except for the Install Waiver Promotion.

Customers utilizing less local and Internet channels than the configuration defined as a Promotional Circuit, the customer will be charged the Promotion Rate based on the Promotional Circuit configuration.

The Promotional Rate does not include taxes, surcharges, directory assistance, operator services, blocks of DID numbers or Optional Features.

Customers who discontinue service under this promotion before the expiration of the first year of the committed term of service will be billed and required to pay an early termination charge in an amount equal to the Promotional Rate multiplied by each monthly billing period remaining in the unfulfilled term of service.

Customers who discontinue service under this promotion after the first year of the committed term will be billed and required to pay an early termination charge in an amount equal to 50 percent of the Promotional Rate multiplied by each monthly billing period remaining in the unfulfilled term of service.

Customers are not eligible to receive the benefits of this promotion for any Promotion Circuit that a customer terminates, then reinstalls, service during the customer's term of service following enrollment in this promotion.

Local Satisfaction Guarantee Promotion

Beginning August 8, 2001 and ending October 31, 2002, the Company will offer the following promotion to (a) new facilities based business customers who at time of promotion enrollment order new Local Line, digital Local Trunk-Basic, digital Local Trunk-DID, digital Local Trunk-2 Way Direct and/or Local ISDN-PRI service (Promotional Trunks); and (b) existing facilities based business customers who order new Promotional Trunks at time of promotion enrollment. To be eligible for this promotion, customers must subscribe to a new term plan with at least a one-year commitment.

Benefit: During the customer's first 90 days of service after installation, if the customer is dissatisfied for any reason with the Company's local service, the customer can cancel service under this promotion without liability.

Promotional Trunks must be installed by January 31, 2003. Customers enrolled in this promotion are not eligible to receive the benefits of the Local PRI Subscription Savings Promotions I or II.

Customer Guarantee

Offer: The Company will waive applicable early termination and underutilization charges under a term plan, if the Company, within 180 days of the date the Customer enter into a contract for the plan, receives written notification from the Customer that it wishes to discontinue the plan. For any Customer electing to discontinue service under a plan and timely notifying the Company of its intent, service will terminate under the plan 60 days after the date of receipt of the Customer notification. Customers who terminate under this guarantee will be billed and required to repay all credits, excluding installation credits received under the plan.

Eligibility: The following Customers who receive Company service provided under a contract entered into between August 6, 2002 and October 31, 2002: new Customers who enter into a new term plan with a term of service which equals or exceeds one year; and, existing Customers under a term plan with less than three months remaining in the term of service who extend the term for a period which equals or exceeds one year.

Loyal Customer Growth Promotion

Offer: If the customer's Service Charges in the (i) First Credit Quarter increases by the following amounts (as measured in percentage) from the customer's Service Charges during the Baseline Quarter and/or (ii) Second Credit Quarter increases by the following amounts (as measured in percentage) from the customer's Service Charges during the First Credit Quarter, the following credit applies:

Increase Amount	<u>Credit</u>
Less than 10%	3%
Greater than 10%	5%

Eligibility: The Customer:

- must enroll prior to October 31, 2002;
- must be an existing customer of Company service throughout the 6-month period preceding promotion enrollment;
- must be in good standing;

- must satisfy all the customer's volume requirements or pro rata portions thereof;
- must subscribe to Company service under either (i) a new term commitment with at least a one-year term
 of service or (ii) an extension of the term of service under an existing Company term plan with less than
 three months remaining in the term of service for a period which equals or exceeds one year; and;
- may not subscribe to Company or Company-affiliate service provided under Special Customer
 Arrangements Guide Types 1, 6, 7 or 8 under the Service Publication and Price Guide found at http://www1.worldcom.com/ publications/service_guide or be enrolled in the Local Express Promotion.

Definitions: For the purposes of this promotion, the following definitions apply:

Baseline Quarter: The months of June, July and August 2002.

First Credit Quarter: The months of September, October and November of 2002.

Second Credit Quarter: The months of December 2002, January 2003 and February 2003.

Service Charges: Usage charges and monthly recurring charges for local exchange service provided by the Company.

Install Waiver Promotion

Beginning June 1, 2003 and ending November 30, 2003, the Company will offer this promotion to all new business facilities based customers who convert existing local exchange service from another local exchange carrier to MCImetro Local Services or existing customers adding MCImetro Local Services. To receive the benefits of this promotion, customer must commit, at the time of converting to MCImetro Local Service, to at least a two year term commitment under the Local On-Net Term Plan discount Program. Eligible customers will have the installation charges listed below waived for the length of their committed term:

Account Setup

Account Charges (including Moves, Changes, Additions and Billing Record Changes)
Line Connection Charges (Local Line, Local Trunk-Basic, Local Trunk DID, Local Trunk-2 Way Direct)
Direct Inward Dialing (DID)/2 Way Direct Installation for Blocks of DID/2 Way Direct Numbers
Vanity Number Non-Recurring Charge
Directory Listing Non-Recurring Charges
Non-Recurring Charges for Local ISDN-PRI T-1 installation and optional features
Selective Call Screening Non-Recurring Charge
Non-Recurring charges for Optional Features

Customers who terminate their term plan prior to the expiration of the committed term will no longer receive the benefits of this promotion. New lines, trunks, or new locations added after the initial service install are not eligible for the installation waiver for the committed term. Additional services converted from another local exchange carrier after the initial service install will be eligible for the install waiver for the committed term. Customers who receive service under a Special Contract Arrangement (SCA) are eligible to receive the benefits of this promotion.

Local Fall Harvest Promotion

Beginning October 1, 2003, and ending October 31, 2003, the Company will offer the following promotion. The Local Fall Harvest Promotion is available to new Company customers subscribing to new Local Line, Local Trunk- Basic, Local Trunk- DID, Local Trunk- 2 Way Direct, Local ISDN- PRI and Local Trunk T1 service (Local Service) and utilizing the Local Plus Program, Business Advantage Program, Local and Long Distance - Line Solution Plan, Local and Long Distance Service Plus Plan/Local or Long Distance - Trunk Solution. The customer may also utilize Product Package Guide Type 11 or Product Package Guide Type 12 as described in the Company's "Service Publication and Price Guide" located on the Company's Internet site at www.mci.com.

Benefits: Enrolled Customers who subscribe to Local Service specified above and commit to a term of service for 1 year will receive a 10 percent discount applied to the monthly recurring service charges including DID number charges and monthly recurring charges for optional features and feature packages.

Enrolled Customers who subscribe to Local Service specified above and commit to a new term of service for 2 years or greater will receive a 15 percent discount applied to the monthly recurring service charges including DID number charges and monthly recurring charges for optional features and feature packages.

The promotional discount is in lieu of all other discounts on Local Service

Term Plans – All Service Areas

On-Net Term Plan:

	Term Commitment/Discount				
Volume Commitment	1 year	2 years	3 years	4 years	5 years
\$100/month*	5.0%	8.0%	11.0%	14.0%	17.0%
\$250/month*	5.0	8.0	11.0	14.0	17.0
\$500/month*	5.0	8.0	11.0	14.0	17.0
\$1,000/month*	10.0	13.0	16.0	19.0	22.0
\$2,000/month*	10.0	13.0	16.0	19.0	22.0
\$3,000/month*	10.0	13.0	16.0	19.0	22.0
\$4,000/month*	10.0	13.0	16.0	19.0	22.0
\$5,000/month*	12.0	15.0	18.0	21.0	24.0
\$7,000/month*	12.0	15.0	18.0	21.0	24.0
\$1,200/annual	5.0	8.0	11.0	14.0	17.0
\$3,000/annual	5.0	8.0	11.0	14.0	17.0
\$6,000/annual	5.0	8.0	11.0	14.0	17.0
\$12,000/annual	10.0	13.0	16.0	19.0	22.0
\$24,000/annual	10.0	13.0	16.0	19.0	22.0
\$36,000/annual	10.0	13.0	16.0	19.0	22.0
\$48,000/annual	10.0	13.0	16.0	19.0	22.0
\$60,000/annual	12.0	15.0	18.0	21.0	24.0
\$84,000/annual	12.0	15.0	18.0	21.0	24.0
\$120,000/annual	14.0	17.0	20.0	23.0	26.0
\$180,000/annual	14.0	17.0	20.0	23.0	26.0
\$300,000/annual	16.0	19.0	22.0	25.0	28.0
\$600,000/annual	18.0	21.0	24.0	27.0	30.0
\$900,000/annual	21.0	24.0	27.0	30.0	30.0
\$1.2M/annual	24.0	27.0	30.0	30.0	30.0
\$1.8M/annual	27.0	30.0	30.0	30.0	30.0
\$2.4M/annual	30.0	30.0	30.0	30.0	30.0

^{*} Beginning October 1, 2000, monthly volume commitments will no longer be available to new subscribers.

Local On-Net Term Plan:

Term Commitment/Discount					
Volume Commitment	1 year	2 years	3 years	4 years	5 years
\$100/month*	0.0%	3.0%	6.0%	9.0%	12.0%
\$250/month*	0.0	3.0	6.0	9.0	12.0
\$500/month*	0.0	3.0	6.0	9.0	12.0
\$1,000/month*	5.0	8.0	11.0	14.0	17.0
\$2,000/month*	5.0	8.0	11.0	14.0	17.0
\$3,000/month*	5.0	8.0	11.0	14.0	17.0
\$4,000/month*	5.0	8.0	11.0	14.0	17.0
\$5,000/month*	7.0	10.0	13.0	16.0	19.0

\$7,000/month*	7.0	10.0	13.0	16.0	19.0
\$1,200/annual	0.0	3.0	6.0	9.0	12.0
\$3,000/annual	0.0	3.0	6.0	9.0	12.0
\$6,000/annual	0.0	3.0	6.0	9.0	12.0
\$12,000/annual	5.0	8.0	11.0	14.0	17.0
\$24,000/annual	5.0	8.0	11.0	14.0	17.0
\$36,000/annual	5.0	8.0	11.0	14.0	17.0
\$48,000/annual	5.0	8.0	11.0	14.0	17.0
\$60,000/annual	7.0	10.0	13.0	16.0	19.0
\$84,000/annual	7.0	10.0	13.0	16.0	19.0
\$120,000/annual	9.0	12.0	15.0	18.0	21.0
\$180,000/annual	9.0	12.0	15.0	18.0	21.0
\$300,000/annual	11.0	14.0	17.0	20.0	23.0
\$600,000 /annual	13.0	16.0	19.0	22.0	25.0
\$900,000/annual	16.0	19.0	22.0	25.0	25.0
\$1.2M/annual	19.0	22.0	25.0	25.0	25.0
\$1.8M/annual	22.0	25.0	25.0	25.0	25.0
\$2.4M/annual	25.0	25.0	25.0	25.0	25.0

Beginning October 1, 2000, monthly volume commitments will no longer be available to new subscribers.

VFX Service Term Plan

	Term Commitment/Discount				
Volume Commitment	1 year	2 years	3 years	4 years	5 years
\$ 100 /month	0.0%	3.0%	6.0%	9.0%	12.0%
250 /month	0.0	3.0	6.0	9.0	12.0
500 /month	0.0	3.0	6.0	9.0	12.0
1,000 /month	5.0	8.0	11.0	14.0	17.0
2,000 /month	5.0	8.0	11.0	14.0	17.0
3,000 /month	5.0	8.0	11.0	14.0	17.0
4,000 /month	5.0	8.0	11.0	14.0	17.0
5,000 /month	7.0	10.0	13.0	16.0	19.0
7,000 /month	7.0	10.0	13.0	16.0	19.0
120,000 /annual	9.0	12.0	15.0	18.0	21.0
180,000 /annual	9.0	12.0	15.0	18.0	21.0
300,000 /annual	11.0	14.0	17.0	20.0	23.0
600,000 /annual	13.0	16.0	19.0	22.0	25.0
900,000 /annual	16.0	19.0	22.0	25.0	25.0
1.2M /annual	19.0	22.0	25.0	25.0	25.0
1.8M /annual	22.0	25.0	25.0	25.0	25.0
2.4M /annual	25.0	25.0	25.0	25.0	25.0

SUBSECTION B - MATERIAL PREVIOUSLY SET FORTH IN MCIMETRO PUCO TARIFF NO. 5

The services in this subsection were previously in P.U.C.O. Tariff No. 5 filed by MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services, canceled and replaced in its entirety, P.U.C.O. Tariff No. 1 issued by Brooks Fiber Communications of Ohio, Inc.

Effective October 1, 2018

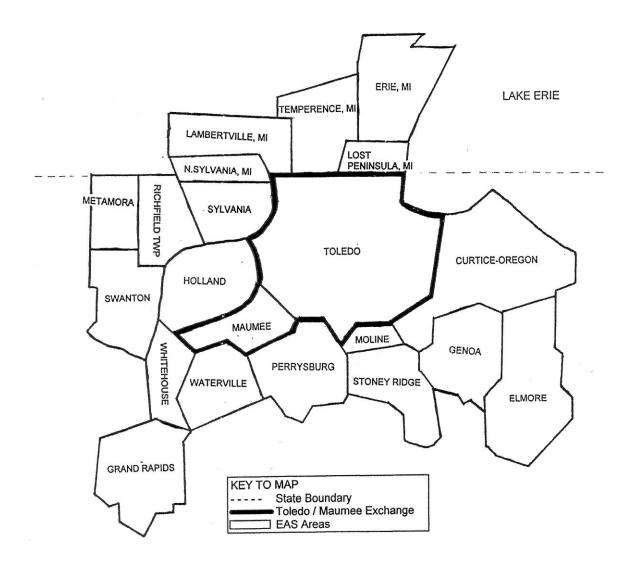
Effective on or after October 1, 2016, MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services will no longer offer the following Operator Services features in the United States and internationally: Busy Line Verification or Interrupt, Person-to-Person, 3rd Number Billing, and Collect Call services.

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GENERAL EXCHANGE SERVICE



SECTION 1 – DEFINITIONS

Certain terns used generally throughout this tariff are defined below:

Account: Codes: Allows a User to allocate local calls to a 4-digit, non-verified account code.

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

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

Bit: The smallest unit of information in the binary system of notation.

Effective October 1, 2018

<u>Call Back/Camp On</u>: Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

<u>Call Forward Busy</u>: Automatically routes incoming calls to a pre-designated answering point when the called line is busy.

<u>Call Forward Don't Answer</u>: Automatically routes incoming calls to a pre-designated answering point when the called line in not answered after a preset number of rings.

<u>Call Forward Variable</u>: Automatically routes incoming calls to a designated answering point selected by the subscriber, regardless of whether the user's station is idle or busy. The subscriber may change the designated answering point using the telephone key pad.

<u>Call Hold</u>: Allows the user to hold one call for any length of time provided that neither party goes On Hook.

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

<u>Call Trace</u>: Allows the customer to dial a code to automatically request a record of the caller's originating telephone number, the date, and time of the call, as well as the date and time of the customer initiated trace. The information is stored and disclosed only to a law enforcement agency for investigation purposes. The customer does not receive any information regarding the origination of the calls.

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

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

<u>Call Waiting Cancel</u>: Allows a user to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.

<u>Caller ID</u>: Number: Identifies the 10-digit number of the calling party before the call is answered. Specialized answering equipment is required to display the calling party information. The calling party may block the display of their number by dialing a code prior to placing the call.

<u>Caller ID Blocking</u>: Blocks the delivery of the number to the called party on a per call basis. Can either be "selective" or "complete".

<u>Communications Services</u>: The Company's local exchange switched telephone services offered for both intraLATA and interLATA use.

<u>Company</u>: MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services, which is the issuer of this tariff.

<u>Completed Call</u>: A call, or other telephonic communication, originated by a person or mechanical/electrical device from a number to another number which is answered by a person or mechanical/electrical device. The numbers may be located any distance apart within the state; and the communication may consist of voice, data, a combination of both, or other transmission via a wire or wireless medium; and may be for any duration of time.

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

Effective October 1, 2018

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

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

Deny Terminating: Allows blocking of all incoming calls to a basic line or multi-line group.

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

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

<u>Distinctive Ringing</u>: Allows customers to establish up to three telephone numbers on the same access line. Each number is assigned a distinctive ring. The billing telephone number is the "master" number and has a standard ring. The other number(s) are dependent numbers and are assigned individual distinctive rings.

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

<u>Dual Tone Multi-Frequency-(DTMF)</u>: The pulse type employed by tone dial Station sets.

<u>Exchange Carrier</u>: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone services.

<u>Fiber Optic Cable</u>: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

<u>Holidays</u>: New Year's Day (January 1), Memorial Day (third Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

Hotline: Automatically calls a pre-specified number when the Hotline station goes off hook.

Hunting:

Sequential Hunting: A hunting arrangement that provides for sequential hunt over members identified within the hunt group. The hunt for an idle line begins at the telephone number dialed and proceeds sequentially through the lines identified in the hunt group until an idle line is found or the last assigned number within the hunt group is reached. If an idle line is found, the hunt stops and the idle line is rung. If all lines are busy, the caller receives a busy.

Circular Hunting: A hunting arrangement similar to sequential hunting except, if no idle line if found by the time the last line in the group is reached, the hunt circles back to the first line in the group and hunts up to but not including the line where the hunt started.

<u>In-Only</u>: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

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

<u>Joint User</u>: A person, firm or corporation designated by the Customer as a user of local exchange service furnished (MT) to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a

Effective October 1, 2018

joint use arrangement.

Kbps: Kilobits, denotes thousands of bits per second.

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

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

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

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

Local Exchange Carrier: A company which furnishes exchange telephone service.

<u>Long Distance Account Codes</u>: Allows the customer to assign codes to employees, projects, cases, or departments to track long distance usage and allocate charges. The customer is offered the option of non-verified or verified codes.

Mbps: Megabits, denotes millions of bits per second.

<u>Message Waiting</u>: This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dial tone).

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

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

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

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

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

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

<u>Presubscription - 2</u>: An arrangement whereby a Customer may select and designate to the Company an Exchange Carrier it wishes to access, without an access code, for completing intraLATA toll Calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC-2).

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

Regular Business Hours: 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding defined Holidays.

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Remote Access To Ca11 Forwarding: Allows the user to activate and/or deactivate the Call Forwarding feature from any remote location, using a Touch-tone phone.

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

<u>Service Order</u>: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof 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.

<u>Services</u>: The Company's telecommunications services offered on the Company's network.

<u>Shared Facilities</u>: A facility or equipment system or subsystem which can be used simultaneously by several Customers.

<u>Speed Dialing</u>: Allows a subscriber to establish a speed calling list, which associates telephone numbers with a unique 1 -digit and/or 2-digit speed calling code. Initial entry and changes to the speed calling list are directly input from the associated subscriber line. This feature is available as an eight code list or thirty code list. Code lists may include local and/or toll telephone numbers.

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

Toll Restriction: Allows the customer to establish, on a per line basis, call restrictions by the calling party.

<u>Three-Way Conference Calling</u>: Allow a station in the talking state to add a third party to the call. This feature may be used on both incoming and outgoing calls.

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

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

<u>Voice Data Protection:</u> Prevents data calls from being interrupted by call waiting tones, testing, or busy verification attempts.

SECTION 2 – GENERAL EXCHANGE SERVICE

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SECTION 2

2.1 Undertaking of the Company

2.1.1 <u>Scope</u>

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

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

2.1.2 Shortage of Equipment Facilities

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

2.1.3 Terms and Conditions

- 2. 1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purposes of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
- 2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, 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.
- 2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- 2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for the State's choice of laws provisions.
- 2.1.3.5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right, consistent with applicable commission rules, 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.
- 2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to paragraph 2.1.3.8 below.
- 2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.1.4 Liability of the Company

2.1.4.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts of omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6, 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.
- 2.1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.
- 2.1.4.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.1.4.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- 2.1.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.1.4.6 The Customer shall indemnify 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 any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 2.1.4.7 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- 2.1.4.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff including:

- -claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and -patent infringement claims arising from combining or connecting the service offered by the company with apparatus and systems of the Customer or others; and -all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- 2.1.4.9 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.1.4.10The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.1.4.11The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- 2.1.4.12The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify 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, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, 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, locations or use of service furnished by the Company at such locations.
- 2.1.4.13The 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 network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or systems or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6. following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.
- 2.1.4.15The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's

service and in no event shall exceed the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings; the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.

- 2.1.4.16In conjunction with a nonpublished telephone number, as described in Paragraph 3.7.5 (C), the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- 2.1.4.17When a Customer with a nonpublished telephone number, as defined herein, places a call to the 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. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.
- 2.1.4.18In Conjunction with the Busy Line Verification and Interrupt Service as described in Section 3.6.2, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.
- 2.1.4.19The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

2.1.5 <u>Notification of Service-Affecting Activities</u>

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine 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 activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements consistent with applicable commission rules. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

- 2.1.6.1 Consistent with applicable commission rules, the Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.1.6.2 Consistent with applicable commission rules, the Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.
- 2.1.6.3 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.

- 2.1.6.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
 - (a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (b) the reception of signals by Customer-provided equipment; or
 - (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Non-routine Installation

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

2.1.8 Ownership of Facilities

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

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.3 Where the Company provides service to its end-users through resale of a Southwestern Bell Telephone Company (SWBT) service, sharing of the Company's service by multiple end-users, or aggregation of traffic from multiple end-users onto a single service, shall be prohibited except where such conduct is explicitly permitted for the corresponding SWBT service under SWBT's tariffs.
- 2.2.4 Where the Company provides service to its end-users through resale of an SWBT service, such service shall be available only to the same class of customers to which the corresponding SWBT service is available under SWBT's tariffs.
- 2.2.5 Where the Company offers local exchange service through resale of SWBT's local exchange service, such service shall not be available to interexchange carriers, wireless carriers, competitive access carriers or other telecommunications carriers as a substitute for access services.

2.3 Intentionally left blank

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

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

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

2.4.3 Interconnection of Facilities

- 2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- 2.4.3.2 Local Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- 2.4.3.3 Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff.

2.4.4 Inspections

- 2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- 2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed

necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2.5 Payment Arrangements

2.5.1 Payment for Service

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

Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Service, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

- 2.5.1.2 A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state.* This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.
 - * Pending the conclusion of any challenge to a jurisdiction's right to impose a gross receipts tax, the Company may elect to impose and collect a surcharge covering such taxes, unless otherwise constrained by court order or direction, or it may elect not to impose and collect the surcharge. If it has collected a surcharge and the challenged tax is found to have been invalid and unenforceable, the Company will credit or refund such amounts to affected Customers (less its reasonable administrative costs), if the funds collected were retained by the Company or if they were delivered over to the taxing jurisdiction and returned to the Company.

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

- 2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due within 30 days of receipt.
- 2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided.
- 2.5.2.3 For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- 2.5.2.4 Amounts not paid within 30 days after the date of invoice are considered past due.

2.5.2.5 A charge will be assessed for checks with insufficient funds or non-existing accounts. (See section 13.9)

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 30 days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure.

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

2.5.5 Deposits

- 2.5.5.1 Subject to the applicable regulations of the Public Utilities Commission of Ohio, applicants for service or existing Customers who cannot establish a satisfactory credit standing with the Company may be required 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 for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Except as otherwise specifically limited by applicable regulations of the Public Utilities Commission of Ohio, the deposit will not exceed an amount equal to:
 - (a) two month's charges for a service or facility which has a minimum payment period of one month; or
 - (b) The charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. Such deposit may be refunded to the Customer's account at any time, but in any event shall be refunded as required by applicable regulations of the Public Utilities Commission of Ohio. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.
- 2.5.5.2 A deposit may be required in addition to an advance payment.

- 2.5.5.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at the Customer's option, return the deposit or credit it to the Customer's account. The Company shall refund deposits and accrued interest in a manner consistent with the applicable regulations of the Public Utilities Commission of Ohio.
- 2.5.5.4 Deposits held will accrue interest at the fixed rate specified by the Public Utilities Commission of Ohio. Interest is credited to the customer annually, or upon termination of the service, or upon return of the deposit by the Company

2.5.6 Discontinuance of Service

- 2.5.6.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer, and by otherwise complying with applicable regulations of the Public Utilities Commission of Ohio, discontinue or suspend service without incurring any liability.
- 2.5.6.2 Upon violation of any of the other material terms or conditions for furnishing service, the Company may by giving 30 days' prior notice in writing to the Customer, and by otherwise complying with applicable regulations of the Public Utilities Commission of Ohio, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.5.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, may re-establish service by whatever means may be reasonable under the circumstances (including by replacement of the affected facilities or resale of another carrier's services or facilities). The company may seek to modify its service area to reflect the loss of facilities.
- 2.5.6.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the customer, immediately discontinue or suspend service without incurring any liability, except to the extent such action is restricted by applicable regulations of the Public Utilities Commission Of Ohio.
- 2.5.6.5 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.
- 2.5.6.6 The Company may, to the extent permitted by applicable regulations of the Public Utilities Commission of Ohio, discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability:
 - A. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section A. (1-6) if.
 - (1) The Customer refuses to furnish information to the Company regarding the Customer's creditworthiness, its past or current use of common carrier communications services or its planned use of service(s); or

- (2) The Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
- (3) The Customer has been given ten (10) day written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or
- (4) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - (b) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - (c) Any other fraudulent means or devices; or
- (5) Use of service in such a manner as to interfere with the service of other users; or
- (6) Use of service for unlawful purposes.
- B. Upon written notice to a Customer who has failed to pay any sum within 30 days of the date when payment was due;
- C. Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5; or
- D. Thirteen (13) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that thirteen (13) day period; or
- E. The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.
- F. Upon the Company's discontinuance of service to the Customer under Section 2.5.6.1 or 2.5.6.2, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff

2.6 Allowances for Interruptions of Service

2.6.1 <u>Credit for Interruptions</u>: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the

operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

2.6.2 <u>Limitations on Allowances</u>

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint User, or other common carrier providing service connected to the service of Company;
- (b) interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities:
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purpose or for implementation of a Customer order for a change in service arrangements:
- (g) interruption of service due to circumstances or causes beyond the control of the Company.
- 2.6.3 <u>Use of Alternative Service Provided by the Company</u>: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the trifled rates and charges for the alternative service used.

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

- 2.7.1.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.7.1.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in

installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.7.1.3 The special charges described in 2.7. 1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

2.7.2 Cancellation of Service by the Customer

If a customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2, all costs, fees and expenses incurred in connection with:

- all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- all Recurring Charges specified in the applicable Service Order for the balance of the then current term.

2.8 Transfer and Assignments

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

2.9 <u>Notices and Communications</u>

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

SECTION 3 – SERVICE CONNECTION CHARGES

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SECTION 3

3.1 Description

Service Connection Charges are, one-time charges associated with a service or item of equipment which applies on a per-item basis each time the service or an item of equipment is provided and includes, but not limited to the following:

Service Connection Charge: A Service Connection Charge is a one-time charge, which applies for Company work associated with activities to set up/change accounts, including, but not limited to, service order issuance, programming, billing, etc. for installations, moves, changes, or rearrangements of services and/or equipment.

Subsequent Non-Recurring Charge: A non-recurring charge may apply to the installation, change, or move of services, as specified in tariffs for each service or item of equipment, in addition to rates identified within this section of the tariff.

Labor Charge: Labor Charges are one-time charges related to work performed by the Company or a Company representative associated with customer premises visits. Charges are broken down as follows:

Regulated - Charges for work done on the Company's side of the protector/Standard Network Interface (SNI) and Demarcation Point (NI). This may include, but is not limited to, the move of a Demarcation Point or move the (SNI), at the customer's request.

Maintenance - When a dispatch is necessary on repair to isolate trouble on the Customer's side of the Demarcation Point. Charges apply when a technician is dispatched; and the network is verified OK; and trouble is isolated to the customer's side of the Demarcation Point.

Inside Wire Installation/Jacks - Includes all wire and jacks (excluding customer premise equipment) on the customer's side of the Company's Demarcation Point. Charges apply at the customer's request and expense.

3.2 General Regulations

3.2.1 The Service Connection Charges specified for the connection, move or change of service, contemplate work being performed by the Company, or on behalf of the Company, during normal working hours Monday through Friday from 8:00 AM to 5:00 PM.

If the customer requests that overtime labor be performed at hours of the day or days of the week other than normal work hours or day, or on holidays, or interrupts work once begun, additional charges will apply as appropriate.

3.2.2 Service Connection Charges are in addition to other rates and charges normally applying under the tariffs. They apply in addition to construction charges made because of unusual costs in

establishing service.

- 3.3 <u>Service Connection Charges Do Not Apply To:</u>
 - 3.3.1 Moves or changes required for the proper maintenance of service.
 - 3.3.2 Changes of telephone numbers for Company initiated reasons or service reasons e.g., change to Touch-tone service.
- 3.4 <u>Service Connection Charge Applications</u>
 - 3.4.1 Non-recurring charges associated with specific services are identified under each tariff section where the rate is applied.
 - 3.4.2 Additional Non-recurring charges may apply, as specified in each of the tariff sections. The following list identifies major service categories for Service Connection Charges and the associated rates.*
 - * Only one Service Connection Charge applies, per order issued.

Access Line (per line)	Residence Service Connection	Business Service Connection
Access Line (per line) New Installation	\$36.50	\$62.85
Service Connection Assistance	*	
Access Line - CES I or		
CES 11**		\$62.85
Change to or from Residential features; or	\$7.75	\$ 7.40
Gateway S I Standard Features/Packages/		
Optional Features Line Restoral		
(per line/per trunk)	\$32.30	\$32.30*** ⁾
PIC -2 Change (per line)	\$ 5.00	\$ 5.00
Suspension of Service	የ 22 ፫፫	ሶ ባባ ፫፫****
Restoral Charge (per line/per trunk)	\$33.55	\$33.55****
Change Class of Service		
Residence to Business		
Business to Residence	\$31.15	\$31.15
Directory Services	\$ 9.80	\$ 9.80
Number Change (per		
access line)	\$31.15	\$31.15
Supersedure	\$31.15	\$31.15
Rearrangement of trunk		ф 7 40
circuits		\$ 7.40
Establish, Change from one type of hunting to another,		
or rearrange hunting	\$24.00	\$24.00
sequence, per access line		+
Change type of service (i.e.		

from measured to flat or \$ 9.30 \$ 9.30 flat to measured)

- * For installation of the main residence access line, a fifty percent discount applies, not to exceed \$30.00.
- ** Refer to Section 10, CES.
- Applies for Line/Trunk Restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 day following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.
- **** Applies for line/trunk Restoral after Customer-initiated suspension.
- 3.4.3 The Labor Charges outlined below apply whenever a customer premises visit is required, at the customer's request for regulated service, as specified under 3.1:*
 - * Applies for installing, rearranging, changing, reterminating, moving or removing Standard Network Interface or additional terminations of existing access lines.
 - * Work performed on the customer's side of the Demarcation Point, is billed at the customer's request and expense.
 - * Applies for installing, rearranging, changing, reterminating, moving or removing network terminating wire or cable.

First 45 with the co	Mon-Fri. <u>8 am-5 pm</u>	Mon-Fri & all day Sunday excluding 8 am-5 p.m.	Holidays*
First 15 minutes or fraction thereof	\$25.00	\$27.00	\$29.00
Each additional 15 minutes or fraction thereof	\$10.00	\$12.00	\$14.00

- * Holidays are defined as Christmas Day (Dec. 25), New Years Day (Jan 1), Memorial Day, Independence Day (July 4), Labor Day (first Monday in Sept.) and Thanksgiving Day (fourth Thursday in November).
- 3.4.4 The following Maintenance Service Charges apply when a dispatch is necessary to isolate trouble on the customer's side of the demarcation point as specified under 3. 1.

<u>Residence</u>	Business
\$37.50	\$45.00

SECTION 4 – LOCAL EXCHANGE SERVICES

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- 4. LOCAL EXCHANGE SERVICES
 - 4.1 Description
 - 4.2 General Regulations4.2.1 Service Area4.2.2 Local Calling Areas

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4.2.3 Availability

4.3 Local Calling Services

4.3.1 Description

4.3.2 Rates

- 4.4 Emergency Services (Enhanced 911)
- 4.5 Telecommunications Relay Service

SECTION 4

4.1 Description

The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network. The Company's service cannot be used to originate calls to other telephone companies caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller paid information services will be blocked by the Company's switch.

4.2 General Regulations

- 4.2.1 <u>Service Area:</u> Where facilities are available, the Company's service area consists of the Toledo exchange.
- 4.2.2 <u>Local Calling Areas:</u> The local calling area is defined below. NXX designations may be found in the telephone directory published by the dominant exchange service provider in the Customer's exchange service area.

Toledo Metro. Area

Other Telephone Companies: Curtice-Oregon - GTE; Elmore - GTE; Erie, Mich. - General of Mich.; Genoa - GTE; Grand Rapids - GTE; Haskins-Tontogany - GTE; Lambertville, Mich.; Whiteford, Mich. - Alltel, Mich.; Lost Peninsula, Mich. - General of Mich.; Moline - United; N. Sylvania - GTE Temperance, Mich. - General of Mich.; Waterville - United; Metamora - United Woodville - United

4.3 <u>Local Calling Service</u>

4.3.1 Description

Local Calling Service provides a customer with the ability to originate calls from a Company provided access line to all other stations on the public switched telephone network bearing the designation of any central office of the exchanges, areas, and zones included in the caller's local calling area as specified applicable laws and regulations established by the State of Ohio, in effect and as amended.

4.3.2 Message Rates for Local Voice Calls*

The following usage rates apply to all direct dialed local voice calls. Calls are billed on a per message basis.

\$.075 per message

These rates are not available to new customers as of June 30, 1998. See Section 20. 10 for Intelenet Local Calling Services rates for new customers.

* Rates apply in addition to the Residence and Gateway S1 access line rates.

<u>Miles</u>	First Minute	Additional Minutes
1-10	\$.034	\$.0085
11-22	\$.038	\$.0129

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22+ \$.043 \$.0172

These rates are not available to new customers as of June 30, 1998. See Section 20.10 for Intelenet Local Calling Services rates for new customers.

SECTION 5 - GATEWAY S1 SERVICES

Gateway S I Services in this section are not available to new customers as of June 30, 1998. Services and rates for new customers are contained in Section 20.

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 - 5.3 Gateway S I Basic Business Lines
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 - 5.3.4 Business Line Value Package
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 - 5.4.1 Description
 - 5.4.2 Standard Features
 - 5.4.3 Security Package
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 - 5.5.2 Standard Features
 - 5.5.3 Optional Features
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 - 5.6 Gateway S I Digital PBX Trunk
 - 5.6.1 Description
 - 5.6.2 Standard Features
 - 5.6.3 Optional Features
 - 5.6.4 ISDN PRI Efficiency Package
 - 5.7 Payment Plans
 - 5.8 Rates

SECTION 5

5.1 Description

- 5.1.1 Gateway S I Service provides a Customer with a connection to the Company's switched network which enables the Customer to:
 - a) originate and receive calls from other stations on the public switched telephone network;
 - b) access the Company's Local Calling Services, Interexchange Calling Services, and Special Services as set forth in the Custom Exchange Service and Special Arrangements sections of this tariff;
 - c) access certain interstate and international calling services;
 - d) access (at no additional charge) the Company's operators and business office for service

- related assistance; access toll-free telecommunications services such as 800 NPA; and access 9 1 -1 service for emergency calling; and;
- e) access the service of other providers which utilize the Company's Gateway SA Service, as set forth under the tariff.
- 5.1.2 Definitions for Gateway S1 Service features are defined under Definitions, Section 1, of this tariff.

5.2 General Regulations

- 5.2.1 Gateway S I Service cannot be used to originate calls to caller-paid information services (e.g., NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch.
- 5.2.2 Each Gateway S I Service corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.
- 5.2.3 Promotional Offerings: The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offering may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The Company shall provide 10 days advance notice to the Public Utilities Commission Of Ohio of any promotional offerings.

5.3 Gateway S I Basic Business Line

5.3.1 <u>Description</u>

The Gateway S I Basic Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Gateway S I Basic Business Lines are provided for the connection of customer provided wiring, station sets or facsimile machines, or Key Systems.

5.3.2 Standard Features

Each Gateway S1 Basic Business Line is provided with the following standard features:

- Touch-Tone
- Hunting

5.3.3 Optional Features

Deny Terminating

5.3.4 <u>Business Line Value Package</u> Business Line Value Package consisting of the following features is available with the Basic Business Line, Optional Features, and Security Package.

Call Forwarding - Variable
Call Forwarding - Busy
Call Forwarding - Don't Answer
Call Waiting
Cancel Call Waiting
3-Way Calling
Customer Changeable Speed Calling

5.3.5 Security Package

Security Package consisting of the following features is available with the Basic Business

Line, Optional Features, and Business Value Line Package.

Caller ID
Remote Access to Call Forwarding
Call Trace

5.4 Gateway S I Analog PBX Trunk

5.4.1 <u>Description</u>

The Gateway S I Analog PBX Trunk provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time.

5.4.2 Standard Features

Each Analog PBX Trunk will be provided with the following standard features

In, Out, Two-Way Touch-Tone Hunting

5.4.3 <u>Security Package</u>

The following features are provided with the, optional, Security Package:

Call Forwarding - Variable Remote Access to Call Forwarding Call Trace

5.5 Gateway S I Analog Did Trunk

- 5.5.1 <u>Description</u> The Gateway S I Analog DID Trunk provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to receive one call at a time.
- 5.5.2 Standard Features Each Analog DID Trunk will be provided with the following standard features:

DID/Two Way DTMF, MF or Dial Pulse signaling (as specified by the customer) Trunk Group Hunting

5.5.3 Optional Features

5.5.4 DID Telephone Numbers*

Individual

Group of 20 Group of 100

* There must be a minimum of 10 trunks equipped for DID for every block of 100 or fewer numbers.

5.6 Gateway S I Digital PBX Trunk

5.6.1 <u>Description</u>: The Gateway S I Digital PBX Trunk provides a Customer with connection to the Company's switch via a DS- I digital fiber optic transmission facility operating at 1.544 Mbps and time division multiplexed into 24 voice-grade telephonic communications channels. Customer may employ Digital PBX Trunks in order to connect PBX or trunk-capable key systems to the Company's switch.

5.6.2 Standard Features

- 5.6.2.1 Each Gateway S1 Digital PBX Trunk is provided with the following standard features:
 - a) Terminal Interface: DSX-1 panel
- 5.6.2.2 Each of the channels has the following features:
 - a) Pulse Type: Dual Tone Multi-Frequency (DTMF), or Dial Pulse (DP), or Multi-Frequency (MF)
 - b) Directionality: DID/DOD or two way, as specified by the Customer.*
 - c) Hunting
 - * For DID configured Digital PBX Trunks, charges apply as specified under 5.8. 1, following.

5.6.3 Optional Features:

- 5.6.4 ISDN PRI Efficiency Package
 - 5.6.4.1 The ISDN PRI Efficiency Package adds the following to the Digital PBX Trunk:
 - a) ISDN Primary Rate Interface signaling
 - b) Call-by-Call Service Selection
 - c) Out-of band ANI and DNIS via the D channel
 - d) One D channel per DS- I facility using NFAS, one D channel can control more than one DS 1, and using D-channel backup, a secondary D-channel on another DS- I can be designated to operate in case of failure of the primary DS- I D channel.
 - e) DID Telephone Numbers:* Individual

Group of 20 Group of 100

* For DID configured Digital PBX Trunks, charges apply as specified under 5.9.1, following.

5.7 Payment Plans

- 5.7.1 The Gateway S1 payment plan offers the customer two options for payment.
 - a) Fixed Monthly Rate Plan
 Under this plan the customer pays a fixed monthly rate for a specified contract term. The
 customer may choose a 1, 2, 3, 4, or 5 year contract. During the course of the contract,
 fixed rates (recurring and nonrecurring) are not subject to Company initiated rate changes.
 - b) Month-to-Month Plan
 Under this plan the customer elects to pay month-to-month. Month-to-month rates
 (recurring and non-recurring) are subject to Company initiated rate changes.

5.8 Rates

5.8.1 These non-recurring and monthly rates are not available to new customers as of June 30, 1998. Rates for new customers are contained in Section 20. 10. Rates for existing customers apply as follows: (1)

	Non- Recurring (New) (2),(3),(4)	Non- Recurring (Changes) (5).(3),(4)	Month to Month	2 Year	3 Year	5 Year
Gateway S1 Business Line Message Rate Measured Rate Optional	\$30.00 \$30.00		\$19.00 \$19.00	\$17.50 \$17.50	\$17.00 \$17.00	\$16.25 \$16.25
Features						
Business Line Value Pkg.	N/C		\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00
Security Pkg.	N/C		\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00
Gateway SI Analog Pl	BX Trunk					
Message Rate	\$30.00		\$22.50	\$20.50	\$20.00	\$19.25
Measured Rate Optional Features	\$30.00		\$22.50	\$20.50	\$20.00	\$19.25
Caller ID	\$ 9.30		\$ 1.00	\$1.00	\$ 1.00	\$ 1.00
Gateway S I Analog D	OID					
Message Rate	\$22.50		\$43.00	\$41.00	\$40.00	\$38.50
Measured Rate Optional Features ⁽⁶⁾	\$22.50		\$43,00	\$41.00	\$40.00	\$38.50

⁽¹⁾ Service Connection Charges also apply, as specified under Section 3.

5.8 Rates (1)

5.8.1 These non-recurring and monthly rates are not available to new customers as of June 30, 1998. Rates for new customers are contained in Section 20. 10. Rates for existing customers apply as follows: (1)

Non-	Non-	
Recurring	Recurring	Month

⁽²⁾ Applies for the initial installation (new).

⁽³⁾ Charge applies per line, per trunk, per feature, per package.

⁽⁴⁾ When multiple features or packages are established/changed at the same time, on the same line/trunk, only one nonrecurring charge applies

⁽⁵⁾ Applies for changes made, once the service has been established.

⁽⁶⁾ Rates apply, per trunk.

	(New) (2),(3),(4)	(Changes) (2).(3),(5)	to Month	2 Year	3 Year	5 Year
DID Group of 20 DID Group of 100	\$ 50.00 \$125.00		\$2.50 \$10.00	\$ 2.50 \$10.00	\$ 2.50 \$10.00	\$ 2.50 \$10.00
Gateway S1 Digital Pt DSX-1 Link	3X Trunk \$350.00		\$200.00	\$185.00	\$180.00	\$170.00
DID/Two Way Port MF,TT,DP signaling						
Message Rate Measured Rate Non-DID port MF,TT,DP signaling	\$27.00 \$28.00		\$27.00 \$28.00	\$24.50 \$25.50	\$24.00 \$25.00	\$23.00 \$23.00
Message Rate Measured Rate Optional Features ⁽⁶⁾	\$10.00 \$11.00		\$10.00 \$11.00	\$9.25 \$10.25	\$8.75 \$9.75	\$8.25 \$8.25

⁽¹⁾ Service Connection Charges also apply, as specified under Section 3.

5.8.1 These non-recurring and monthly rates are not available to new customers as of June 30, 1998. Rates for new customers are contained in Section 20. 10. Rates for existing customers apply as follows: (1) (Continued)

	Non- Recurring (New) (2),(3),(4)	Non- Recurring (Changes)	Month to Month	2 Year	3 Year	5 Year
ISDN PRI Efficiency Pkg. ⁽⁶⁾	\$200.00		\$150.00	\$138.00	\$135.00	\$129.00
DID- Group of 20 DID- Group of 100	\$ 50.00 \$125.00		\$2.50 \$10.00	\$2.50 \$10.00	\$2.50 \$10.00	\$2.50 \$10.00

⁽¹⁾ These non-recurring and monthly rates are not available to new customers as of June 30, 1998. Rates for new customers are contained in Section 20.8. Rates for existing customers apply as listed below.

⁽²⁾ Applies for the initial installation (new).

⁽³⁾ Charge applies per line, per trunk, per feature, per package.

⁽⁴⁾ When multiple features or packages are established/changed at the same time, on the same line/trunk, only one nonrecurring charge applies

⁽⁵⁾ Applies for changes made, once the service has been established.

⁽⁶⁾ Rates apply, per trunk.

⁽²⁾ Applies for the initial installation (new).

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- (3) Charge applies per line, per trunk, per feature, per package.
- (4) When multiple features or packages are established/changed at the same time, on the same line/trunk, only one nonrecurring charge applies
- (5) Applies for changes made, once the service has been established.
- (6) Rates include monthly business line rates.

SECTION 7 - DIRECTORY LISTINGS

Services in this section are not available to new customers subscribing to service as of June 30, 1998. Services and rates for new customers are contained in Section 20.

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 - 7.1 General Regulations
 - 7.2 Descriptions
 - 7.3 Rates

SECTION 7

7.1 General Regulations

- 7.1.1 The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the customer's exchange areas of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.
- 7.1.2 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- 7. 1.3 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 7.1.4 Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party. as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential section. The Company, upon notification to the customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 7.1.5 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

7.2 <u>Descriptions</u>

Directory listings are provided in connection with each Customer service as specified herein.

- 7.2.1 <u>Primary Listing:</u> A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional Charge.
- 7.2.2 <u>Additional Listings:</u> In connection with business service, additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified under 7.3, following.
- 7.2.3 <u>Nonpublished Listings:</u> Listings that are not printed in directories nor available from Directory Assistance.

A Nonpublished Telephone Service will be furnished, at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2, Rules and Regulations, 2.1.4.15, 2.1.4.16, 2.1.4.17. Charges for Nonpublished Listings are specified under 7.3, following.

- 7.2.4 Nonlisted Numbers: A Nonlisted number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party. Charges for Nonlisted Listings are specified under 7.3, following.
- 7.2.5 <u>Alternate Call Listings:</u> Where available, a listing which references a telephone number which is not the primary listing for the Customer. The Customer must provide written verification that the Alternate telephone number is authorized to accept calls. Charges for alternate call listings are specified under 7.3, following.

7.3 Rates

7.3.1 The following Monthly Recurring Charges apply for directory listings specified in 7.2, preceding: (1)

	Monthly Recurring Charg		
	Res.	Bus.	
Primary Listing	NC	NC	
Additional Listing ⁽³⁾	\$0.90	\$1.95	
Alternate Listing	\$0.90	\$1.95	
Non-Published Number ⁽⁴⁾	\$1.10	\$1.10	
Non-Listed	\$0.90	\$1.95	

⁽¹⁾ Service Connection Charges under Section 3, apply for additions/changes to directory listings.

7.3.2 These rates are not available to new customers as of June 30, 1998. See Section 20. 10 for new Intelenet Directory Listing rates.

⁽²⁾ Charges apply per listing or per number.

⁽³⁾ Additional listings of business names are not available in the individual name section of an alphabetical directory published in separate sections for individuals and businesses.

⁽⁴⁾ This charge shall not apply to customers serviced by Telecommunications Devices for the Deaf (TDD).

SECTION 8 - GATEWAY SA SERVICE

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 - 8.3.3 DS-3
 - 8.3.4 Switched Access Service

SECTION 8

8.1 Description

Gateway SA service is offered to other telecommunications carriers desiring direct trunk-side access to the Company's network in order to originate or terminate calls only to the analog voice grade channels corresponding to company provided access lines. Gateway SA service will support Inter-Machine and Feature Group D protocols.

8.2 <u>General Regulations</u>

- 8.2.1 Carrier Access Orders for Gateway SA Service will be placed on Standard Bellcore Access Service Requests (ASR).
- 8.2.2 Gateway SA service is provided via a dedicated trunk-side port on the Company's switched network at the digital DS- I and DS-3 levels.
- 8.2.3 Gateway SA Ports are only available at the Primary Distribution Nodes provided by the Company. The customer is responsible for providing digital DS- 1 and DS-3 transmission links between its premises and the Company's Primary Distribution Node, and a DSX- I Panel Terminal interface at the Company's Node. The DS- I and DS-3 transmission links may be obtained from any other telephone company which terminates transmission facilities at the Company's Primary Distribution Node, or may be provided over the Customer's own transmission facilities.

8.3 Rates

8.3.1 Rate Elements

This tariff includes services for which the following rate elements apply:

- a) Non-Recurring Charges
 - Non-recurring, charges are applied as a one-time fee normally at the time the circuit is initiated.
- b) Monthly Recurring Channel Termination Charge
 The monthly recurring charge is billed monthly in advance and is assessed on each channel termination based on the terms and conditions of this tariff, the customer service
- c) Fixed Mileage Charge
 The fixed mileage charge is a recurring monthly fee which is applied to a circuit for which the LEC would charge a comparable fee in association with an interoffice channel.

agreement, or a master service agreement.

d) Variable Mileage Charge

Variable mileage charge is a recurring monthly fee which is applied to a circuit for which the LEC would charge a comparable fee in association with an interoffice channel. In general, the variable mileage charge is calculated using V&H tables.

8.3.2 DS-1

83.3

<u></u>	Non-Recurring Rate	Recurring, Rate	
Per-Channel Termination First Circuit Additional Circuits	\$535.00	\$100.00	
(same termination)	\$535.00		
Fixed Mileage Per-Mile Charge		\$ 63.75 \$ 13.60	
Outside Service Zone Terminati	on Surcharge	\$ 35.00	
<u>DS-3</u>	Non-Recurring Rate	Recurring, Rate	
		rate	
Per-Channel Termination First Circuit	\$1,500.00	\$2,975.00	
	\$1,500.00 \$1,500.00		
First Circuit Additional Circuits		\$2,975.00	
First Circuit Additional Circuits (same termination)		\$2,975.00 N/C	

8.3.4 Switched Access Service

Zone Termination Surcharge

Switched Access service is provided pursuant to the rates contained in the Company's P.U.C.O. Tariff No. 1.

\$100.00

SECTION 9 - MESSAGE TOLL SERVICE

Services in this section are not available to new customers subscribing to service as of June 30, 1998. Services and rates for new customers are contained in Section 20.

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- 9.3 Usage Charges
 - 9.3.1 Standard
 - 9.3.2 Optional IntraLATA Toll Plan

SECTION 9

9. Message Toll Service

9.1 Description

IntraLATA toll service is furnished for telephone communication between telephones in different local calling areas within the LATA in accordance with the regulations and schedules of charges specified in this tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this Tariff.

The LATA is an area defined in the Modification of Final Judgement entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192.

9.2 Timing of Messages

- 9.2.1 Unless otherwise indicated, all calls are timed in 6 (six) second increments.*
- 9.2.2 For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- 9.2.3 For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agree alternate.**
- 9.2.4 Call timing ends when the calling station "hangs up", thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.
- 9.2.5 Calls originating in one time period as defined under 9.3 and terminating in another will be billed the rates in effect at the beginning of six second increments.
 - * Calls will be rounded up to the next 6 (six) second increment. Each call must have a minimum call duration of one minute.
 - ** The rates specified under Section 14, Operator Services, may apply.

9.3 Usage Charges

9.3.1 IntraLATA Toll - Standard:

Per minute rate: \$.14*

- * Calls will be rounded up to the next 6 (six) second increment. Each call must have a minimum call duration of one minute.
- 9.3.2 IntraLATA Optional Toll Volume Usage Rates

The following rates apply, per account, per minute, (" for usage level commitments identified below:

Monthly Minimum	24 Month	36 Month	60 Month
Usage Commitment			
\$25.00 - \$250.00	\$.12	\$.10	\$.08
\$250.00 - \$500.00	\$.11	\$.09	\$.07

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\$501 + \$.10 \$.08 \$.06

9.3.2.1 Monthly Minimum Usage Commitment

If the customer does not meet their Monthly Minimum Usage Commitment (MMUC), the customer will be billed for the difference between their actual qualifying monthly usage, and their applicable MMUC.

9.3.2.2 These rates are not available to new customers as of June 30, 1998. See Section 20. 10 for Intelenet IntraLATA toll rates for new customers.

<u>SECTION 10 – GATEWAY CUSTOM EXCHANGE SERVICE (CES)</u>

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 - C. CES I Line Features ISDN Interface
 - 10.4 Custom Exchange Service 11 (CES II)
 - A. CES 11 System Features
 - 10.4.1 Standard System Features
 - 10.4.2 Enhanced Control System Feature Package
 - 10.4.3 Optional System Features
 - B. CES II Line Features
 - 10.4.1 Standard Features
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 - 10.4.3 Premium Bundle
 - C. CES II Line Features ISDN Interface
 - 10.5 Rates and Charges
 - 10.5.1 Payment Plans
 - 10.5.2 Rate Elements

SECTION 10

10.1 Description

Gateway Custom Exchange Service (CES) is a Centrex service that provides the Customer with multiple individual voice upgrade telephone communications channels, each of which can be used to place or receive one call at a time. Gateway Custom Exchange Service Station Lines are provided for connection of Centrex compatible, Customer-provided station sets to the public switched telecommunications network.

10.2 General Regulations

- 10.2.1 Gateway Custom Exchange Service is provided in combination with other Company- provided services.
- 10.2.2 Gateway Custom Exchange Service is offered as Custom Exchange Service I (CES 1) and Custom Exchange Service II (CES II).
- 10.2.3 Promotional Offerings: The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offering may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The company shall provide 10 days advance notice to the Public Utilities Commission Of Ohio of any promotional offerings.

10.2.4 Station Line Charges

Custom Exchange Service Station Lines are charged on a monthly basis.

10.2.5 Usage Charges

In central offices where facilities are available for timing of messages, local usage charges for measured service calls apply, as specified under Section 4, Local Exchange Services.

10.2.6 Rates and charges for CES I and CES II apply as outlined under D., following.

10.3 <u>Custom Exchange Service - I (CES)</u>

A. The following, call processing features are included in CES I and are provided under control of the common equipment of the central office switching system.

10.3.1 Standard System Features

Full Network Access (Squared System)

There is no pre-defined limit on the number of exchange access or intercom calls active at any one time.

Direct Inward Dialing

Arrangement which allows an incoming call to reach a CES station without attendant assistance.

Individual dialing plan

Provides the ability to interpret dialed digits according to customer specific dialing sequences.

Intercom dialing

Permits the customer to dial an access code to reach another CES station without having to dial 7 digits.

Full, Semi, Un-restricted station Capability

Fully Restricted: Allows only station-to-station (intercom) calling capabilities. Semi-Restricted: Allows access to the exchange network only for local calling Unrestricted: Allows access to the exchange network, the toll network or any service accessible by dialing.

Access treatment screening

Stations can be individually allowed or disallowed access to system features.

Attendant capabilities

Attendants may be designated to handle incoming, internal, and other call types with various special telephone consoles.

Centralized attendant services

For multi-location customers, the attendants can be located in only one location.

Flexible night service

Provides the ability to forward each listed directory number to a unique customer-changeable night directory number.

Automatic Station Message Detail Recording -ASMDR

Provides a record (via printout) of call details (date, time, etc.) on outgoing calls.

10.3.2 Enhanced Control System Feature Package

Auto Route Selection

Directs outgoing calls to the customer's most preferred available route. If the primary route is busy, the ARS feature automatically tries alternate routes. The customer will preselect a sequence of routes which may include private or public carrier services. A warning tone is provided to indicate the selection of the least preferred route.

Account Code

Permits CES stations and attendants to dial in account code number of eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Authorization Code

Allows different station users to have different calling privileges. Dialing capabilities can be defined and restricted to authorized personnel.

Time of Day Do Not Disturb

Activates Do Not Disturb at particular times. Allows for setting both the time and day for a particular action to occur (for example, the customer wants to have feature "do not disturb" activated at noon on Tues. through Wed.).

Time of Day Routing

Changes routing by time of day.

Dial Call Waiting

Provides the ability for originating CES stations to invoke a Call Waiting service on selected intragroup calls.

Priority Ringing

Differentiates incoming calls by signaling the customer with a distinctive ringing pattern.

10.3.3 Optional System Features

Access Circuit - Music on Hold

Allows customers to optionally provide music, or any other type of customer-provided audio source, to calls on hold.

Access Circuit - Loudspeaker Paging

Allows dial access to subscriber-owned loudspeaker paging equipment. The paged party can be connected to the calling party by dialing an answering code from any station within the subscriber group.

Access Circuit - Pollable SMDR

Provides a record of call details (date, time, etc.) on outgoing calls placed over a customer's private or public facilities on an interactive basis.

Access Circuit - Private Facilities

Allows the customer to have dial access to various types of public and private switching arrangements (i.e. 800-Service Simulated Facility Group, Tie Trunk Access, Common Control Switching Arrangement Access, etc.), provided by a subscriber dialed access code.

Six- Way Conference Circuit

Allows a station user to initiate a conference call. A total of five conferees can be added to the conference in addition to the originator. The customer may order more than one conference circuit.

B. The following features are available with each CES I line located at a designated customer primary location. Where facilities and operating conditions exist, features of a CES I system may be extended to stations of the same system located at customer secondary locations.

10.3.1 Standard Features

Individual Telephone Number

Each station line has its own telephone number.

Individual Access Screening

Each station is assigned its own access treatment code for call screening.

Single Digit Dialing

Permits a station user to reach selected lines or other internal facilities for special customer services by dialing a single-digit code.

Hot Line Stations

Automatically calls a pre-selected station when the Hot Line station goes off hook.

Touch-Tone

All station lines are equipped for Touch-Tone dialing

Call Hold

Allows a station user to hold any call in progress, thereby freeing the line for the purpose of originating another call or answering a waiting call.

3 -Way Calling

Allows a station in the talking state to add a third party to the call. To add a third party to the call, the 3-Way Calling subscriber flashes the switchhook once to place the other party on hold, receives a dial tone, dials the telephone number of the third party, and then flashes the switchhook again to establish the three-way connection.

Call Forwarding - Variable

- (1) (Limited) When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same CES system, or to the attendant position. The attendant may also activate this feature for a station line user.
- (2) (Unlimited) The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the CES system or to station lines within the same CES system. The attendant may not activate this feature to a telephone number outside the CES system for a station line user. Calls forwarded outside the CES system are subject to the appropriate charges for local and toll messages.

Call Forwarding - Busy

Allows incoming calls to a busy station to be routed to a preselected station line, attendant, or voice mail system within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding - Don't Answer

Allows incoming calls to be automatically routed to a preselected station line, attendant, or voice mail system in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Remote Activation of Call Forwarding

Allows the user to activate and/or deactivate the Call Forwarding, feature from any remote location, using a Touch-Tone phone.

Hunting

Routes a call to an idle station line in a prearranged group when the called station line is busy.

Call Park

Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing the feature code and the line number against which the call is parked.

Call Pickup

Allows a station line to answer incoming calls to another station line within a defined pickup group. Call pickup is provided on individual station lines within a customer group.

Call Transfer

Allows a station line user to transfer any established call to another station line inside or outside the customer group without the assistance of the attendant.

Auto Recall (intra-group)

Permits the station user to have calls automatically redialed, within a defined group within the CES system, when the first attempt reaches a busy .

Customer Changeable Speed Calling

Allows a user to establish a speed calling list, each of which is associated with a unique 2-digit speed calling code. Initial entry and changing of a speed calling list

are directly input from the user.

10.3.2 Optional Bundle

Automatic Callback - Outside

Allows a station user who encounters a busy condition to be automatically called back when the called line becomes idle.

Automatic Recall- Outside

Automatically redials the last incoming call.

Caller ID - Outside

Provides the station user with the telephone number of the calling party before answering the phone.

Call Trace

Allows the station user to dial a code to automatically request a record of the caller's origination telephone number, the date and time of the call. The information is disclosed only to a law enforcement agency for investigation purposes.

10.3.3 Premium Bundle

Selective Call Acceptance - Outside

Allows you to create a list of telephone numbers from which you are willing to accept calls. List parameter is 3 1.

Selective Call Rejection - Outside

Allows you to create a list of telephone numbers from which you do not wish to receive calls. Calls from telephone numbers on your list are sent to an announcement that informs the caller you are not receiving calls at this time. List parameter is 16.

Selective Call Forwarding - Outside

Allows you created a list of "selected" telephone numbers that you want to be forwarded to another number. Calls from the telephone numbers on our list will be forwarded to the number you have designated. List parameter is 16,

Screen List Editing / Selection Control Allows users to create and modify lists of telephone numbers associated with a directory number. These listed numbers are used to identify calling parties. Interactive recorded announcements are used to guide users in editing screening lists.

C. CES Line Features - ISDN Interface

Class of service restriction:

- Fully Restricted Capability: Allows only station-to-station (intercom) calling capabilities
- Semi-Restricted Capability: Allows access to the exchange network for local calls only.
- Unrestricted Capability: Allows access to the exchange network, the toll network

or any service accessible by dialing.

National ISDN Compatibility

Out of Band (D channel) Signaling

Multiple Call Appearances / Same Number

A directory number that is assigned more than one business set. The business sets that are assigned this directory number are known as a Multiple Appearance call group.

Two Status LEDs per Appearance

Multiple Telephone Number Coverage

One station line can answer calls to many telephone numbers.

Coverage for Analog or ISDN sets

One ISDN station line can observe the state (busy or idle) of other station lines, whether analog or ISDN.

Simultaneous Voice/Data / signaling

Voice, data, and signaling happens simultaneously without interruption or interference.

Multi-point ISDN Line

Allows up to 8 separate devices to be connected to one ISDN station line.

Voice / Data Protection

Prevents data calls from being interrupted by call waiting tones, testing or busy verification attempts.

10.4 Custom Exchange Service 11 - (CES 11)

A. The following call processing features are included in CES 11 and are provided under control of the common equipment of the central office switching system.

10.4.1 Standard System Features

Virtual Network Access Circuits (Trunked)

Exchange access is restricted to a user-specified total number of active calls (access paths).

Individually Billed Access Paths

Billing is determined by the total number of access paths specified.

Direct Inward Dialing

Arrangement which allows an incoming call to reach a CES station line without attendant assistance.

Individual dialing plan

Provides the ability to interpret dialed digits according to customer specific dialing sequences.

Intercom dialing

Permits the customer to dial an access code to reach another CES station without having to dial 7 digits.

Full, Semi, Un-restricted Capability

- Fully Restricted: Allows only station-to-station (intercom) calling capabilities
- Semi-Restricted:- Allows access to the exchange network for local calling only.
- Unrestricted: Allows access to the exchange network, the toll network or any service accessible by dialing.

Access treatment screening

Stations can be individually allowed or disallowed access to system features.

Attendant capabilities

Attendants may be designated to handle incoming, internal, and other call types with various special telephone consoles.

Centralized attendant services

For multi-location customers, the attendants can be located in only one location.

Flexible night service

Provides the ability to forward each listed directory number to a unique custom er-changeable night directory number.

Automatic Station Message Detail Recording -ASMDR

Provides a record (via printout) of call details (date, time, etc.) on outgoing calls.

10.4.2 Enhanced Control Feature Package

See CES I Enhanced Control Feature Package, 10.3, A, 10.3.2, preceding.

10.4.3 Optional Features

See CES I Optional Features, 10.3, A, 10.3.3, preceding

B. The following features are available with each CES II station located at a designated customer primary location. Where facilities and operating conditions exist, features of a CES 11 system may be extended to stations of the same system located at customer secondary locations.

10.4.1 Standard Features

See CES I Standard Features, 10.3, B, 10.3. 1, preceding

10.4.2 Optional Bundle

See CES I Optional Bundle, 10.3, B, 10.3.2, preceding

10.4.3 Premium Bundle

See CES I Premium Bundle, 10.3, B, 10.3 3, preceding

C. <u>CES 11 Station Features - ISDN Interface</u>

See CES I Station Features-ISDN Interface, 10.3, C, preceding

10.5 Rates and Charges

10.5.1 Payment Plans

The CES I and CES 11 payment plan offers the customer two options for payment.

- a) Fixed Monthly Rate Plan
 Under this plan the customer pays a fixed monthly rate for a specified contract term. The customer may choose a 1, 2, 3, 4, or 5 year contract.
 During the course of the contract, fixed rates (recurring and non-recurring) are not subject to Company initiated rate changes.
- b) Month-to-Month Plan
 Under this plan the customer elects to pay month-to-month.
 Month-to-month rates (recurring and nonrecurring) are subject to
 Company initiated rate changes.

10.5.2 Rates Elements⁽¹⁾

	Non- Recurring (New)	Non- Recurring (Changes)	Month to Month	2 Year	3 Year	5 Year
CES I - System. Features (2)	\$250.00	(3) (4)	\$50.00	\$46.00	\$45.00	\$43.00
Enhanced Control Pkg. (2)	\$500.00	(5)	\$35.00	\$32.20	\$31.50	\$30.10
Optional Features						
Access Circuit- Music on Hold ⁽⁶⁾ Access Circuit-	\$50.00	\$65.00	\$22.50	\$20.70	\$20.25	\$19.35
Loudspeaker Paging (6)	\$50.00	\$65.00	\$22.50	\$20.70	\$20.25	\$19.35
Access Circuit- Pollable SMDR ⁽⁷⁾	\$ \$50.00	\$65.00	\$22.50	\$20.70	\$20.25	\$19.35
Access Circuit- Pollable						_
Traffic Data ⁽⁷⁾ Access Circuit-Private	\$50.00	\$65.00	\$22.50	\$20.70	\$20.25	\$19.35
Facilities ⁽⁷⁾ Auto Attendant	\$ 50.00	\$65.00	\$22.50	\$20.70	\$20.25	\$19.35
Capabilities	\$1,000.00	\$100.00	\$400.00	\$368.00	\$360.00	\$344.00
Six-Way Conference Circuit (7)	\$250.00	\$25.00	\$36.00	\$33.15	\$32.40	\$31.00
CES I - Analog Station Line Un-restricted	\$20.00	\$25.00	\$21.50	\$19.80	\$19.35	\$18.50

Semi-restricted Fully-restricted	\$20.00 \$20.00	\$25.00 \$25.00	\$21.50 \$21.50	\$19.80 \$19.80	\$19.35 \$19.35	\$18.50 \$18.50
Optional Bundle (8)	N/A	\$25.00	\$5.00	\$5.00	\$5.00	\$5.00
Premium Bundle ⁽⁸⁾	N/A	\$35.00	\$7.00	\$7.00	\$7.00	\$7.00
CES I -ISDN Station Line						
Un-restricted Semi-restricted	\$30.00 \$30.00	\$35.00 \$35.00	\$32.00 \$32.00	\$29.45 \$29.45	\$28.80 \$28.80	\$27.55 \$27.55
Fully-restricted	\$30.00	\$35.00	\$32.00	\$29.45	\$28.80	\$27.55
CES II System Features ⁽⁹⁾	\$250.00		\$50.00	\$46.00	\$45.00	\$43.00
Enhanced Control Feature Pkg. ⁽¹⁰⁾	\$500.00	(11)	\$35.00	\$32.20	\$31.50	\$30.10
Optional Features		\$65.00				
Access Circuit- Music on Hold (12)	\$50.00	\$65.00	\$22.50	\$20.70	\$20.25	\$19.35
Access Circuit- Loudspeaker Paging ⁽¹²⁾ Access Circuit-	\$50.00	\$65.00	\$22.50	\$20.70	\$20.25	\$19.35
Pollable SMDR (12) Access Circuit-	\$50.00	\$65.00	\$22.50	\$20.70	\$20.25	\$19.35
Pollable Traffic Data (12)	\$50.00	\$65.00	\$22.50	\$20.70	\$20.25	\$19.35
Access Circuit- Private Facilities (12) Auto Attendant	\$50.00 \$1,000.00	\$65.00 \$100.00	\$22.50 \$400.00	\$20.70 \$368.00	\$20.25 \$360.00	\$19.35 \$344.00
Six-Way Conference Circuit (12)	\$250.00	\$25.00	\$36.00	\$33.15	\$32.40	\$31.00
Virtual Network Access Circuits	N/A	\$25.00	\$20.00	\$18.40	\$18.00	\$17.20
CES 11 – Analog Station Line						
Un-restricted Semi-restricted	\$20.00 \$20.00	\$25.00 \$25.00	\$17.50 \$17.50	\$16.10 \$16.10	\$15.75 \$15.75	\$15.05 \$15.05
Fully-restricted	\$20.00	\$25.00	\$17.50	\$16.10	\$15.75	\$15.05 \$15.05
Optional Bundle (13 2)	N/A	\$25.00	\$5.00	\$5.00	\$5.00	\$5.00
Premium Bundle ^(13 2)	N/A	\$35.00	\$7.00	\$7.00	\$7.00	\$7.00

CES 11 -ISDN Station Line

Un-restricted	\$30.00	\$35.00	\$28.00	\$25.80	\$25.20	\$24.10
Semi-restricted	\$30.00	\$35.00	\$28.00	\$25.80	\$2520	\$24.10
Fully-restricted	\$30.00	\$35.00	\$28.00	\$25.80	\$25.20	\$24.10

- (1) Service Connection Charges under Section 3, apply in addition to the non-recurring (new/change) charges.
- (2) Non-recurring and monthly rates apply, per system (includes all lines/stations in the system).
- (3) A \$35 non-recurring charge for changes apply to the Individual Dialing Plan and/or Access Treatment Screening features; A \$65 non-recurring charge for changes apply for changes to the ASMDR feature.
- (4) See Service Connection Charges, Section 3.
- (5) A \$150 non--recurring change charge applies for Auto Route Selection; A \$35 non-recurring change charge applies for Authorization Codes, Time of Day Do Not Disturb, or Time of Day Routing features; A \$25 non-recurring change charge applies for Dial Call Waiting, Priority Ring features.
- (6) Non-recurring and monthly rates apply, per arrangement (includes all lines/stations within a predetermined line/station arrangement).
- (7) Non-recurring and monthly rates apply, per arrangement (includes all lines/stations within a predetermined line/station arrangement).
- (8) Monthly rates apply, per line/station within a system and/or arrangement.
- (9) Non-recurring and monthly rates apply, per system (includes all lines/stations in the system).
- (10) Non-recurring and monthly charges apply, per system includes all lines/stations in the system).
- (11) A \$150 non-recurring change charge applies for Auto Route Selection; A \$35 non-recurring change charge applies for Authorization Codes, Time of Day Do Not Disturb, or Time of Day Routing features; A \$25 non-recurring change charge applies for Dial Call Waiting, Priority Ringing features.
- (12) Non-recurring and monthly rates apply, per arrangement (includes all lines/stations within a predetermined line/station arrangement).
- (13) Monthly rates apply, per line, per line/station within a system and/or arrangement
- (13) Monthly rates apply, per line, per line/station within a system and/or arrangement

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SECTION 12

12. <u>Integrated Service Digital Network - ISDN</u>

A. Integrated Service Digital Network (ISDN) - Basic Rate Interface (BRI)

12.1 <u>Description</u>

ISDN-BRI service provides 2B+D switched access to the public switched network for the transmission of circuit switched voice, circuit switched data and packet switched data on an incoming and outgoing basis. It provides a customer with the ability to integrate current voice and data channel services utilizing Gateway SI Basic Business Line Service

Circuit Switched Voice provides the ability to originate and receive switched voice calls over a 64 Kbps channel.

Circuit Switched Data provides the ability to originate and receive circuit switched data calls over a 64 Kbps channel.

BRI lines have two 64Kbps B channels. Each channel can have a separate phone number that can be used as a regular phone line, or the two B channels can be combined to create a single, higher bandwidth channel.

12.2 General Regulations

- 12.2.1 BRI has one 16 Kbps data or D channel used primarily for signaling and data transmission.
- 12.2.2 ISDN-BRI is furnished to customers at the rates and charges, following.
- 12.2.3 Rates and Charges for other optional features are in addition to those for ISDN-BRI service.
- 12. 3 ISDN BRI Basic Service provides the following standard features:
 - a) National ISDN Standard
 - b) 2B+D channels
 - 2B channels support Circuit Switched Voice and/or Circuit Switched Data and one
 D channel supports signaling and/or Packet Switched Data.
 - d) Multi-point DSL

12.3.1 Optional Features include:

- a) X.25 on D channel
- b) 56/64 Kbps X.25 on B channel
- 12.4 ISDN -BRI for Home Office, Small Business is available with the following <u>standard</u> <u>features</u>:
 - a) 2B+D Channel
 - b) National ISDN Standard
 - c) 56/64/112/128 Kbps Dialed Data
 - d) Simultaneous Voice-Data Calling
 - e) Call Forwarding Variable*
 - f) Call Forwarding Busy*
 - g) Call Forwarding Don't Answer*
 - h) Touch-Tone
 - i) Voice-Data Protection*

- j) 3-Way Conference Calling*
- k) Separate Signaling Channel
- 1) Customer changeable Speed Calling*
- m) Multi-button Key Set Capability
- n) Multi-point DSL
- * Refer to Section 1, Definitions
- 12.4.1 Optional Features offered with Home Office, Small Business ISDN includes:
 - a) Multiple Directory Numbers
 - b) X.25 on D Channel
 - c) X.25 on B Channel
- 12.4.2 <u>Security Package</u> offered with Home Office, Small Business ISDN includes:
 - a) Call Forwarding Variable
 - b) Remote Activation of Call Forwarding
 - c) Call Trace
- B. Integrated Service Digital Network (ISDN) Primary Rate Interface (PRI)
 - 12.1 <u>Description</u>

ISDN-PRI service provides 23B+D (twenty three 64 Kbps B channels and a 64 Kbps data channel) access on a DSX-I interface.

- 12.2 Efficiency Package for ISDN -PRI includes:
 - a) Non-Facility Associated signaling
 - b) D-Channel Backup
 - c) Associated 24 Channel PRI

C. Payment Plans

12.1 The ISDN-BRI and ISDN-PRI payment plan offers the customer two options for payment, as follows:

12.1.1 Fixed Monthly Rate Plan

Under this plan the customer pays a fixed monthly rate for a specified contract term. The customer may choose a 1, 2, 3, 4, or 5 year contract. During the course of the contract, fixed rates (recurring and non-recurring) are not subject to Company initiated rate changes.

12.1.2. Month-to-Month Plan

Under this plan the customer elects to pay month-to-month. Month-to-month rates (recurring and non-recurring) are subject to Company initiated rate changes.

D. The following rates apply:(1)

Non-	Non-	ivionth			
Recurring	Recurring	to			
(New)	(Changes)	Month	2 Year	3 Year	5 Year

	Measured ⁴⁵⁾	\$31.00	(3)	\$37.00	\$34.50	\$34.00	\$32.00
	Optional Features X.25 (D chnl) 56/64Kbps X25 (B channel)	\$20.00 \$150.00	\$150.00 \$65.00	\$5.00 \$70.00	\$5.00 \$70.00	\$5.00 \$70.00	\$5.00 \$70.00
Home C BRI (2)	Ofc, Sm Bus-ISDN-	(5)					
	Measured (4),(6) Optional Features	\$31.00		\$39.00	\$36.00	\$35.00	\$34.00
	Multiple Directory Numbers X.25 (D chnl) X.25 (B chnl) Security Package Caller ID Blocking	\$2.00 \$20.00 \$150.00 N/C \$9.30	\$15.00 \$35.00 \$35.00 \$25.00	\$1.00 \$5.00 \$70.00 \$6.00 \$1.00	\$1.00 \$5.00 \$70.00 \$6.00 \$1.00	\$1.00 \$5.00 \$70.00 \$6.00 \$1.00	\$1.00 \$5.00 \$70.00 \$6.00 \$1.00
ISDN-P	PRI Data Only (2)	ψ3.30		ψ1.00	ψ1.00	ψ1.00	Ψ1.00
	Measured ⁽⁴⁾ Efficiency Package	\$1,100.00 \$200.00	\$35.00	\$675.00 \$150.00	\$625.00 \$150.00	\$600.00 \$150.00	\$590.00 \$150.00

⁽¹⁾ Service Connection Charges apply, as specified in Section 3, Service Connection Charges

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SECTION 13

13.1 Presubscription

13.1.1 Presubscription (PIC-2) allows Customers to presubscribe to their carrier of choice for InterLATA

⁽²⁾ Non-recurring and monthly rates apply, per line

⁽³⁾ A \$35 non-recurring change charge applies for 2B+D on U Interface feature.

⁽⁴⁾ Local Data Usage rates apply, as specified under 12. E.

⁽⁵⁾ A usage package must be selected A \$35 non-recurring change charge applies for Multi Button Key Set Capability feature.

⁽⁶⁾ Usage rates apply, as specified in Section 4, Local Exchange Services.

toll calls, without dialing the Access Code. The rates specified in Section 3, Service Connection Charges, will apply each time the Customer requests a change to their interLATA PIC.

13.2 <u>Vanity Telephone Number</u>

13.2.1 At the request of the Customer, the Company may assign a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number and subject to the terms and conditions set forth under Section 2, Rules and Regulations, 2.1.3.

The following charges apply for Vanity Telephone Numbers*

Gateway Services Non-Recurring \$40.00

* Charges apply, per number.

13.3 <u>Individual Case Basis</u>

13.3.1 <u>Individual Case Basis Arrangements</u>

When the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff, charges will be determined on an Individual Case Basis ("ICB").

- 13.3.1.1 Specialized rates or charges will only be made available for nontariffed services and/or rate elements.
- 13.3.1.2 Specialized rates or charges will be made available to all similarly situated customers on a nondiscriminatory basis.

13.4 Special Construction

13.4.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: (1) nonrecurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

13.4.2 Basis for Cost Computation

The costs referred to in 13.6. 1, above, may include one or more of the following items to the extent they are applicable:

- a) Cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of.
 - 1. equipment and materials provided or used,
 - 2. engineering, labor and supervision,
 - 3. transportation, and
 - 4. rights of way;
- b) cost of maintenance;
- c) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage:
- administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- e) license preparation, processing and related fees;
- f) tariff preparation, processing and related fees;

- g) any other identifiable costs related to the facilities provided; or
- h) an amount for return and contingencies.

13.4.3 Termination Liability

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

- 13.4.3.1 The termination period is the estimated service life of the facilities provided.
- 13.4.3.2 The amount of the maximum termination liability is equal to the estimated amounts for:
 - Cost installed of the facilities provided including estimated costs for arrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - a) equipment and materials provided or used;
 - b) engineering, labor and supervision;
 - c) transportation; and
 - d) rights of way;.
 - license preparation, processing, and related fees;
 - 3. tariff preparation, processing, and related fees;
 - 4. cost of removal and restoration, where appropriate; and
 - any other identifiable costs related to the specially constructed or rearranged facilities.
- The applicable liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth above by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined pursuant to the above paragraphs shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

13.5 Number Retention

The following charge applies whenever a customer requests to retain a telephone number.

Recurring Charge \$1.25

Number retention, per telephone number

13.6 Extended Absence Payment Plan

A customer who plans to be away for an extended period of time must contact the Company to make special arrangements regarding bill payment in order to avoid suspension of service. Options for payment during extended absences include:

13.6.1 If the customer fails to prepay enough to avoid suspension, the Company will utilize all pre-arranged contact information prior to suspending the customer's service per the General

MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services Ohio Local Exchange Services Catalog Schedule No. 3 (Enterprise Non-Current Services)

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Service Rules.

13.6.2 If the customer prepays more than the billed amount, the company will refund the overpaid amount when requested by the customer.

13.7 Extended Due Date Policy

Any residence service customer may request the establishment of a scheduled monthly bill pay-by date that differs from the date normally assigned by the Company. This new due date is called the preferred payment date. A customer requests a preferred payment date by contacting the Company. The preferred payment date is normally established for a date prior to the next Company scheduled bill date. If the customer requests a date beyond the Company scheduled bill date, the customer may be required to wait for the next billing period before the preferred payment date will be effective. If undisputed charges are not paid by the preferred payment date in two consecutive months, or any three times during a 12 month period, the Company may revoke the customer's eligibility for the preferred payment date.

13.8 Temporary Promotional Programs

13.8.1 The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring charges, to introduce present or potential Customers to a service not previously received by the Customers. The company shall provide 10 days advance notice to the Public Utilities Commission of Ohio of any promotional offerings.

SECTION 14 - OPERATOR SERVICES

Services in this section are not available to new customers subscribing to service as of June 30, 1998. Services and rates for new customers are contained in Section 20.

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- 14. OPERATOR SERVICES
 - 14.1 Directory Assistance
 - 14.2 Directory Assistance Call Completion
 - 14.3 Operator Assistance
 - 14.4 Busy Line Verification and Interrupt

SECTION 14

14.1 Directory Assistance

A customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

14.1.1 The Customer will be charged for each call to Directory Assistance as follows:

Per Call \$0.30

- 14.1.2 The Customer may request a maximum of two telephone number per call to Directory Assistance service.
- 14.1.3 A credit will be -given for calls to Directory Assistance under the following circumstances:

- a) The Customer experiences poor transmission or is cut-off during the Call; or
- b) The Customer is given an incorrect telephone number.
- 14.1.4 To obtain a credit, as identified under 14.1.3 above, the Customer must notify its Customer Service representative.
- 14.1.5 These rates are not available to new customers subscribing to service as of June 30, 1998. See Section 20. 10 for new Operator Services rates.

14.2 <u>Directory Assistance Call Completion</u>

14.2.1 Description

Directory Assistance Call Completion is an optional service provided to users of Local Directory Assistance service. When dialing directory assistance (411), customers may choose to have the telephone number they are requesting, dialed by the Directory Assistance Operator/System.

The service is available to Business and Residence customers

14.2.2 Limitations of the Service

Directory Assistance Call Completion is not available for the following service call categories:

- Calls from tandems where the end user cannot be identified
- b) Calls from Customer Owned Coin Telephone stations

14.2.3 <u>Charges</u>

Directory Assistance Call Completion service is available at the following, charge:

Charge per Completed Cal1

\$.25

14.3 Operator. Assistance

14.3.1 A customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner:*

Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

- a) Third Number Billing: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or queried by the operator.
- b) <u>Collect Calls</u>: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.
- c) <u>Calling Cards</u>: Provides the Customer with the capability to place a call using a calling card of an Interexchange Carrier with or without the assistance of an operator.
- d) <u>Person to Person</u>: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.
- e) <u>Station to Station</u>: Calls complete with the assistance of an operator to a particular Station.

The call may be billed to the called party.

- f) <u>General Assistance</u>: The Customer has the option to request general information from the operator, such as dialing instruction, country or city codes, area code information and Customer Service 800 telephone numbers, but does not request the operator to complete the call.
 - * In addition, to the rates specified in Section 4, Local Exchange Services, 4.3.2, Rates, surcharges as specified under 14.2.2, also apply.

14.3.2 Operator Assisted Surcharges

The following surcharges will be applied:

<u>all</u>

- 14.3.3 These rates are not available to new customers subscribing to service as of June 30, 1998. See Section 20.10 for new Operator Services rates.
- 14.3.1 <u>Busy Line Verification</u>: Upon request of the calling party, the Company will determine if the line is clear of "in use" and report to the calling party.
- 14.3.2 <u>Busy Line Verification with Interrupt</u>: The Operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.
- 14.3.3 Rates: Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:
 - a) The operator verifies that the line is busy with a call in progress.
 - b) The operator verifies that the line is available for incoming calls.
 - c) The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. The following charge will apply for both verification and interruption:

Per Request
Busy Line Verification \$1.00
Busy Line Interrupt \$1.60

14.3.4 These services are not available to new customers subscribing to service as of June 30, 1998. See Section 20. 10 for new Operator Services rates.

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- 20.1 General
- 20.2 Single Line Service
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- 20.5 Intelenet Full Service T-1
- 20.6 Local Calling Service
- 20.7 Intra-LATA Toll Service
- 20.8 Directory Listing Service
- 20.9 Operator Services
- 20.10 Rates and Charges

SECTION 20

20.1 GENERAL

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

- A) receive calls from other stations on the public switched telecommunications network;
- B) access other services offered by the Company as set forth in this tariff-,
- C) access certain interstate and international calling services provided by the Company;
- D) access (at no additional charge) the Company's operators and business office for service related assistance;
- E) access (at no additional charge) emergency services by dialing 0 or 9-1 1; and
- F) 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.

Intelenet Exchange Access Service cannot be used to originate calls to other telephone companies' caller-paid information services (e.g. NPA 900, NXX 970, 540, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked. Calls to numbers "NXX 976" will also be blocked unless otherwise specified by the Customer at the time service is ordered. Should a customer request unblocking for access to a caller-paid information service, the Company will bill and collect on behalf of the telephone companies' information provider holding the customer fully liable for all charges incurred for use of the information provider's service,

Intelenet Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the Customer's premise.

Intelenet Exchange Access Service is available to new customers as of June 30, 1998.

The following Exchange Access Services are offered to business customers:

Single Line Service Multi Line Service Analog PBX Trunk Service

Intelenet Full Service T-I Direct Inward Dialing Service

20.2 SINGLE LINE SERVICE

20.2.1 <u>Service Description</u>

Single Line Service provides business customers with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Single Lines are provided for connection of Customer provided single station sets or facsimile machines to the public switched telecommunications network. Each line is provided with the following standard features which can be deleted at the Customer's option:

20.2.2 Standard

Touch Tone
Caller ID Blocking (Selective)*

Features Available Upon Request (no additional charge)

Call Forward Variable
Caller ID Blocking (Complete)*

* Caller ID Blocking (Selective) and Caller ID Blocking (Complete) cannot be put on the same line.

20.2.3 Optional Features

Call Forward Busy*

Call Forward Don't Answer

Call Transfer**

Caller Waiting / Cancel Call Waiting*

Caller ID Number

Distinctive Ringing

One Dependent Number

Two Dependent Numbers

Hotline***

Long Distance Only Account Codes

Verified

Unverified

Remote Access to Call Forwarding,

Selective Call Rejection

Speed Dialing

8 Codes

30 Codes

Three-Way Conference Calling**

Toll Restriction

- * Call Forward Busy and Call Waiting cannot be put on the same line.
- ** Call Transfer and Three-Way Conference Calling cannot be put on the same line.
- *** Hotline cannot be provisioned with standard or optional features.

20.2.4 Optional Feature Packages

Call Transfer or Three-Way Conference Calling* Call Forward Busy Call Forward Don't Answer Speed Dialing - 8 Codes

* Call Transfer and Three-Way Calling cannot be put on the same line.

Feature Pack 11

All Features from Feature Pack I plus
Distinctive Ringing
One Dependent Number
Two Dependent Numbers
Speed Dialing - 30 Codes
Toll Restriction

20.3 MULTI LINE SERVICE

20.3.1 Service Description

Multi Line Service provides business customers with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Multi Lines are provided for connection of Customer-provided multi systems to the public switched telecommunications network. Each Multi Line is provided with the following standard features which can be deleted at the Customer's option:

20.3.2 Standard Features

Touch Tone
Caller ID Blocking (Selective)*

Features Available Upon Request (no additional charge)

Call Forward Busy
Call Forwarding Don't Answer
Call Forwarding Variable
Call Hunting
Circular
Sequential
Caller ID Blocking (Complete)*
Uniform Call Distribution (UCD)

* Caller ID Blocking (Selective) and Caller ID Blocking (Complete) cannot be put on the same line.

20.3.3 Optional Features

Call Forward Busy
Call Forward Don't Answer
Caller ID Number
Group Speed Dialing
Long distance Only Account Codes
Verified
Unverified
Remote Access To Call Forwarding

Toll Restriction

20.4 ANALOG PBX TRUNK SERVICE

20.4.1 Service Description

Analog PBX Trunk Service provides business customers with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provide private branch exchange (PBX) to the public switched telecommunications network- Basic Trunks are provisioned as a multi-line facility with ground start.

20.4.2 Standard Features

Touch Tone
Caller ID Blocking (Selective)*
Call Forwarding Variable

Features Available Upon Request (no additional charge)

Caller ID Blocking (Complete)*
Call Hunting
Circular
Sequential

* Caller ID Blocking (Selective) and Caller ID Blocking (Complete) cannot be put on the same line.

20.4.3 Optional Features

Caller ID Number Remote Access To Call Forwarding

20.5 INTELENET FULL SERVICE T-I

20.5.1 Service Description

Intelenet (Digital PBX Trunk) Service provides a Customer with a digital connection operating at 1.544 Mbps which is time division multiplexed into 24 individual voice-grade telephonic communications channels, each of which can be used to place or receive one call at a time. Digital Trunks are provided for connection of compatible Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Digital Trunk is provided with dual tone multi-frequency (DTMF) or multi-frequency (MF) signaling, as specified by the Customer. Digital Trunks may be configured into hunt groups with other Company-provided Digital Trunks. The technical interface for each Digital Trunk Service is a DSX-I panel.

20.5.2 Direct Inward Dial Service (DID)

DID Service can be purchased as an optional feature in conjunction with Full Service T-1. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number.

The Customer is required to purchase at least one DID number block for each DID-equipped trunk or trunk group, or DID-equipped channel or channel group*. The Company reserves the right to limit the amount of DID numbers that will constitute a block of telephone numbers. Currently, blocks of 20 and 100 DID numbers can be selected. The amount of DID numbers included in a telephone number group will be determined at the sole discretion of the Company, and will reflect

the efficient management of the Company's resources. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine efficient telephone number utilization. Should the Company determine based on its own discretion that there is inefficient number utilization, the Company may either reassign the DID numbers or charge an Underutilization Telephone Number Assignment Fee.

The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or end 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.

* A "group" is a set of Basic Trunks or Digital Trunk channels which have been configured a hunt group.

20.6 LOCAL CALLING SERVICE

20.6.1 Service Description

Local Calling Service provides business customers with the ability to originate calls from Company-provided access lines to all other stations on the public switched telephone network bearing the designation of any central office of the exchanges, areas, and zones included in the caller's local calling area as specified by laws and regulations established by the State of Ohio, in effect and as amended.

Customers can select either a Per Call or a Per Minute local calling plan. Calls are measured in sixty (60) second increments, with a minimum charge of one minute per call. The following rate periods apply to the Per Minute Plan:

Rate Periods	<u>From</u>	To But Not Including	<u>Days</u>		
Peak	8:00 AM	9:00 PM	Monday – Friday		
Off-Peak	9:00 PM	8:00 AM	Monday - Friday;		
All Day Saturday, Sunday;					
and Holidays					

Access Areas are defined below:

Maumee

Access Area B	City Toledo	NXX 240; 241
Access Area C	Toledo	269; 291; 292; 322; 381; 382; 385; 386; 389; 470; 471; 472; 473; 474; 475; 476; 478; 479; 486 530; 53 1; 534; 535; 536; 537; 539; 578; 726; 727, 729; 824; 555; 213; 480; 383;

891; 893; 897

20.7 INTRALATA TOLL SERVICE

20.7.1 Service Description

Access Area D

IntraLATA Toll calls originate and terminate outside the caller's exchange area, but within the caller's LATA and state. IntraLATA calls are billed per call according to the duration. IntraLATA calls are not eligible for term discounts. Calls are billed in six (6) second increments, with an eighteen (18) second call minimum.

20.8 DIRECTORY LISTING SERVICE

20.8.1 Service Description

The Company will provide a listing for each Intelenet Customer's main billing telephone number in the directory(s) published by the dominant Local Exchange Carrier in the area. At the Customer's option, the company will arrange for additional listings at an additional charge.

20.9 OPERATOR SERVICES

20.9.1 Service Description

Operator handled services and directory assistance services are provided to Customers and users of Company-provided Intelenet services.

Local exchange, IntraLATA, and InterLATA calls can be placed on an operator assisted basis. Usage charges for operator assisted calls are defined in Section 20.10.1.E. Busy Line Verification and Interrupt or Directory Assistance charges apply in addition to any applicable operator assistance charges.

Customers and Users of the Company's calling services (excluding Toll Free services), may obtain directory assistance in determining telephone numbers within the state by calling the directory assistance operator.

20.10 RATES AND CHARGES

20.10.1 Non-recurring and monthly rates apply as follows:*

A. Single-Line Service

Non- Recurring Monthly Recurring

See Price List

Access Area B Measured Line**)

Access Areas C/D Measured Line**)

Optional Features

Call Forward Busy

Call Forward Don't Answer

Call Transfer

Caller Waiting / Cancel Call Waiting

Caller ID Number

Distinctive Ringing

One Dependent Number

Two Dependent Numbers

Hotline

Long Distance Only Account Codes

Verified

Unverified

Remote Access To Call Forwarding

Selective Call Rejection

Speed Dialing

8 Codes

30 Codes

Three-Way Conference Calling

Toll Restriction

Feature Pack I

Feature Pack II

- Service Connection Charges also apply, as specified under Section 3.
- ** Refer to usage rates in paragraph 20. 10.1 E.

B. Multi-Line Service

Non- Recurring Monthly Recurring

See Price List

Access Area B Measured Line*
Access Areas C/D Measured Line*
Optional Features
Group Speed Dialing
Long distance Only Account Codes
Verified
Unverified

Verified
Unverified
Toll Restriction
Call Forward Busy
Call Forward Don't Answer
Caller ID Number
Remote Access To Call Forwarding

- * Refer to usage rates in paragraph 20. 10.1 E.
- C. Analog PBX Trunk Service
 Access Area B Measured Line*
 Access Areas CID Measured Line*

Block of 100 DID Numbers

Optional Features Caller ID Number Remote Access to Call Forwarding

- * Refer to usage rates in paragraph 20. 10.1 E.
- D. Intelenet Full Service T-1

Non- Recurring Monthly Recurring

12 Multi-Use Channels*

16 Multi-Use Channels

20 Multi-Use Channels

24 Multi-Use Channels

DID Service, per port**

Block of 20 DID Numbers

Each Additional Block of 20

Numbers (on the same order)

- * Multi-Use is defined as an inbound, outbound, or bi-directional channel where available; monthly recurring and non-recurring charges include the Digital Trunk Facility.
- ** The recurring and non-recurring charges for DID Service apply in addition to the recurring and non-recurring charges for the associated Full Service T- 1.
- E. Local Calling Service

Initial/Add'l Per Initial/Add'l Per Minute Per Minute

Per Minute Plan

Band A (0 - 10 miles) See Price List

Band B (11-22 miles) Band C (23+ miles)

Per Call Plan

F. IntraLATA Toll Service

Per Minute Per Minute Minimum Maximum

Switched

Dedicated See Price List

G. Directory Listings Service

Monthly
Non-Recurring Recurring

First Listing Additional Listing

H. Operator Services

Per Call Per Call See Price List

Directory Assistance, per call Operator Handled Station to Station

(Calling Card)
Third Number Billing
Person to Person
Busy Line Verification

Busy Line Verification and Interrupt

I. Other Charges

Non-

Recurring Recurring See Price List

Record Order Charge

Customer Order Charge (per order)

PRICE LIST

20.10 INTELENET

A. Single-Line Service*

	Non-	Monthly
	Recurring	Recurring
Access Area B Measured Line**	\$49.85***	\$19.95
Access Areas C/D Measured Line**	\$49.85***	\$21.85
Optional Features		
Call Forward Busy	\$ 5.00	\$ 1.00
Call Forward Don't Answer	\$ 5.00	\$ 1.00
Call Transfer	\$ 5.00	\$ 2.00
Caller Waiting / Cancel Call Waiting	\$ 5.00	\$ 3.00
Caller ID Number	\$ 5.00	\$ 5.00

Distinctive Ringing		
One Dependent Number	\$ 5.00	\$ 4.00
Two Dependent Numbers	\$ 5.00	\$ 8.00
Hotline	\$ 5.00	\$ 3.00
Long Distance Only Account Codes		
Verified	\$ 5.00	\$10.00
Unverified	\$ 5.00	\$ 5.00
Remote Access To Call Forwarding	\$ 5.00	\$ 3.00
Selective Call Rejection	\$ 5.00	\$ 3.00
Speed Dialing		
8 Codes	\$ 5.00	\$ 2.00
30 Codes	\$ 5.00	\$ 4.00
Three-Way Conference Calling	\$ 5.00	\$ 2.00
Toll Restriction	\$ 5.00	\$ 3.00
Feature Pack 1	\$10.00	\$ 4.50
Feature Pack 11	\$10.00	\$ 9.50

- Service Connection Charges also apply, as specified under Section 3.
- ** Refer to usage rates in paragraph 20. 10.1 E.
- *** Applies per line and includes the \$24.35 Installation Fee and the \$25.50 Service Order Charge.

B. Multi-Line Service*

Non- Recurrina	Monthly Recurring
\$49.85***	\$23.47
\$49.85***	\$25.37
\$ 5.00	\$ 2.00
\$ 5.00	\$10.00
\$ 5.00	\$ 5.00
\$ 5.00	\$ 3.00
\$ 5.00	\$ 1.00
\$ 5.00	\$ 1.00
\$ 5.00	\$ 5.00
\$ 5.00	\$ 3.00
	Recurring \$49.85*** \$49.85*** \$ 5.00 \$ 5.00 \$ 5.00 \$ 5.00 \$ 5.00 \$ 5.00 \$ 5.00

- * Service Connection Charges also apply, as specified under Section 3.
- ** Refer to usage rates in paragraph 20. 1 O.E.
- *** Applies per line and includes the \$24.35 Installation Fee and the \$25.50 Service Order Charge.

C. Analog PBX Trunk Service*

Access Area B Measured Line** Access Areas C/D Measured Line**	\$49.85*** \$49.85***	\$23.47 \$25.37
Optional Features Caller ID Number	\$ 5.00	\$ 5.00
Remote Access to Call Forwarding	\$ 5.00	\$ 3.00

^{*} Service Connection Charges also apply, as specified under Section 3.

- ** Refer to usage rates in paragraph 20. 1 O.E.
- Applies per line and includes the \$24.35 Installation Fee and the \$25.50 Service Order Charge.

D. Intelenet Full Service T-I*

	Non- Monthly	
	<u>Recurring</u>	Recurring
12 Multi-Use Channels**	\$213.00	\$455.00
16 Multi-Use Channels	\$213.00	\$470.00
20 Multi-Use Channels	\$213.00	\$485.00
24 Multi-Use Channels	\$213.00	\$499.00
DID Service, per port***	\$220.00	\$ 21.38
Block of 20 DID Numbers	\$174.20	\$ 3.28
Each Additional Block of 20		
Numbers (on the same order)	\$ 54.20	\$ 3.28
Block of 100 DID Numbers	\$391.00	\$ 25.50

- * Service Connection Charges also apply, as specified under Section 3.
- ** Multi-Use is defined as an inbound, outbound, or bi-directional channel where available; monthly recurring and nonrecurring charges include the Digital Trunk Facility.
- The recurring and non-recurring charges for DID Service apply in addition to the recurring and non-recurring charges for the associated Full Service T-1.

E. Local Calling Service*

			Initial	Add'l
Per Minute Plan	Initial Minute	Add'l Minute	Minute	Minute
	<u>Peak</u>	<u>Peak</u>	Off Peak	Off Peak
Band A (0 - 10 miles)	\$.0348	\$.0087	\$.0174	\$.0042
Band B (11-22 miles)	\$.0392	\$.0131	\$.0196	\$.0066
Band C (23+ miles)	\$.0436	\$.0174	\$.0218	\$.0087

^{*} Service Connection Charges also apply, as specified under Section 3.

Per Call Plan \$.076

F. IntraLATA Toll Service*

Rate Per Minute

Switched \$.09 Dedicated \$.07

* Service Connection Charges also apply, as specified under Section 3.

G. Directory Listings Service

, ,	Non-	Monthly
	Recurring	Recurring
First Listing	N/C	N/C
Additional Listing	N/C	\$1.85

H. Operator Services

	Per Call
Directory Assistance, per call	\$.30
Operator Handled Station to Station	

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(Calling Card)	\$1.25
Third Number Billing	\$1.50
Person to Person	\$3.00
Busy Line Verification	\$1.20
Busy Line Verification and Interrupt	\$1.85

I. Other Charges

Non-Recurring

Record Order Charge \$17.00 Customer Order Charge (per order) \$39.00

SUBSECTION C - MATERIAL PREVIOUSLY SET FORTH IN MCIMETRO PUCO TARIFF NO. 6

The services in this subsection were previously in Ohio P.U.C.O. Tariff No. 6, filed by MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services, canceled and replaced, in its entirety, Ohio Tariff No. 2 issued by Brooks Fiber Communications, of Ohio, Inc.

Effective on or after October 1, 2016, MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services will no longer offer the following Operator Services features in the United States and internationally: Busy Line Verification or Interrupt, Person-to-Person, 3rd Number Billing, and Collect Call services.

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SECTION 1 - DEFINITIONS

1.1 Certain terms used generally throughout this tariff are defined below:

<u>Access</u>: A connection between a Customer Premises and a Point of Presence of and Interexchange Carrier for the transmission of voice data or video/image information.

<u>Alternate Access</u>: The connection between a Customer premises and a Company Point of Presence whereas; the provider of the service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such service.

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

Bit: The smallest unit of information in the binary system of notation.

<u>Company</u>: Brooks Fiber Communications of Ohio, Inc. the issuer of this tariff, which is a subsidiary of Brooks Fiber properties, Inc. which is a Delaware corporation.

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

A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

Duplex Service: Service which provides for simultaneous transmission in both directions.

<u>Fiber Optic Cable</u>: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

<u>Individual Case Basis</u>: A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

Megabits, denotes millions of bits per second.

Network: The company's digital fiber optic-based network located in the State of Ohio.

<u>Network Services</u>: The Company's telecommunications access services offered on the Company's Network.

<u>Node</u>: The Company office where all Customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

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

<u>Point to Point Service</u>: Point to Point Service is an unswitched full time transmission service utilizing the company's facilities to connect two or more Customer designated locations.

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

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

<u>Service Order</u>: Request for local exchange services executed by the Customer and the Company in a format specified by the Company. The request of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

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

<u>Shared Facility</u>: A or equipment system or subsystem which can be used simultaneously by several Customers.

SECTION 2 - TERMS AND CONDITIONS

The following terms and conditions apply to all regulated services provided by the Company:

2.1 Application For Service

2.1.1 Customers wishing to obtain service must complete the company's service order form.

2.2 Establishment and Re-establishment of Credit

- 2.2.1 The Company will conduct a credit investigation of each new Customer. A Customer whose service has been discontinued for nonpayment of bills will be required to re-establish credit before service is restored.
- 2.2.2 The Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to any applicable non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.3 Deposits

- 2.3.1 Before a service or facility is furnished to a Customer whose credit has not been duly established to the sole and exclusive satisfaction of the Company, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
 - three months charges for a service or facility which has a minimum payment period of one month.
- 2.3.2 When a service or facility is discontinued, the amount of a deposit, if any will be applied to the Customer's account and any credit balance remaining will be refunded. A deposit will be refunded

with interest after a period of twelve months, provided the Customer has made all requisite payment during each twelve month period.

2.4 Notices

2.4.1 All notices shall be in writing addressed to the parties and shall be considered as delivered on the third business day after the date of mailing if sent certified mail or when received in all other cases, including telecopy or other printed electronic medium or personal delivery.

2.5 Rendering and Payment of Bills

- 2.5.1 The Customer is responsible for payment of all charges incurred by the Customer or users for services and facilities furnished to the Customer by the Company.
- 2.5.2. Non-recurring installation charges are due and payable upon presentation of an invoice to the Customer.
- 2.5.3 Recurring charges are due and payable upon presentment of an invoice to the Customer for the service or facility furnished. A service or facility may be discontinued for nonpayment of a bill.
- 2.5.4 Billing starts on the day after the Company notifies the Customer the service or facility is available for use. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued. Monthly charges will be billed one month in advance, except where prohibited by law or as otherwise provided in this tariff. Taxes will be separately stated on Customer's bill.

2.5 Rendering of Payment of Bills (Cont'd)

2.5.5 If any portion of the payment is received by the Company after the payment date set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty may be due the Company.

2.6 Discontinuance and Restoration of Service

- 2.6.1 Upon nonpayment of any charges or deposits owing to the Company, the Company, after complying with the procedures described in Section 2.5, may, by giving at least 10 days' prior written notice to the Customer, discontinue or suspend service under this tariff without incurring any liability.
- 2.6.2 Upon violation of any of the other terms or conditions for furnishing service under this tariff, the Company may, by giving at least 10 days' prior written notice to the Customer, discontinue or suspend service under this tariff without incurring any liability.
- 2.6.3 Upon condemnation of all or any material portion of the facilities used by the Company to provide service to a Customer or in the event a casualty renders all or any material portion of such facilities inoperable and beyond feasible repair, the Company, by notice to the Customer may discontinue or suspend service under this tariff without incurring any liability.
- 2.6.4 Upon the Customer's filing for bankruptcy or reorganization, or failing to discharge an involuntary petition therefore within the time permitted by law, the Company may immediately discontinue or suspend service under this tariff without incurring any liability subject to United States Code Section 366.
- 2.6.5 Upon the company's discontinuance of service to the Customer, the Company in addition to all

other remedies that may be available to it at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges, which would have been payable by the customer during the remainder of the minimum term for which such services would have otherwise been provided to the Customer, to be immediately due and payable (discounted to present value at six percent).

2.7 Continuity of Service

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

2.8 Service Connections and Facilities on Customers Premises

- 2.8.1 Customer shall allow Company continuous access and right-of -way to Customer's premises to the extent reasonably determined by Company to be appropriate to the provision and maintenance of services, equipment, facilities and systems relating to this tariff. Customer shall furnish Company at no charge, such equipment space and electrical power as is reasonably determined by Company to be required and suitable to render these services.
- 2.8.2 Equipment the Company provides or installs at the Customer's premises for use in connection with the services the Company off6rs shall not be used for any purpose other than that for which the Company provided it.
- 2.8.3 Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.
- 2.8.4 Customer provided terminal equipment, the operating personnel, and the electric power consumed by such equipment on the premises of the Customer, authorized user, or joint user, shall be provided by and maintained at the expense of the Customer, authorized user, or joint user.

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

2.9 Supply to Separate Premises and Resale

2.9.1 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with all relevant laws and regulations.

2.10 Liability of the Company

- 2.10.1 Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.
- 2.10.2 The liability of the Company for damages arising out of the furnishing of the services listed herein, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.11. The extension of such allowances for interruption shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.
- 2.10.3 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of the federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.10.4 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with Network Services the Company offers.
- 2.10.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.10.6 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company; nor shall the Company be liable for the performance of said vendor or vendor's equipment.

2.11 Credits for Interruptions in Service

- 2.11.1 Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or of an authorized or joint user, or the operation or malfunction of the facilities, power or equipment provided by the Customer as set forth below for the part of the service that the interruption affects.
- 2.11.2 A credit allowance will be made when an interruption occurs because of a failure of any component furnished under this tariff. An interruption period begins when the Customer reports, a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- 2.11.3 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

2.11.4 A credit allowance will be given for interruptions of 15 minutes or more. Credit allowances shall be credited in 15 minute increments.

2.12 Joint Use Arrangements

- 2.12.1 Joint use arrangements will be permitted for all services offered pursuant to this tariff.
- 2.12.2 From each joint use arrangement, one member will be designated to be the customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from this Customer. Without affecting a Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

SECTION 3 - DEDICATED ACCESS SERVICE

3.1 <u>Service Description</u>

3.1.1 Low Capacity Service

Low capacity service provides service at 2.4 Kbps to 64 Kbps, this includes such services as Voice Grade, Analog, and Digital Data.

- 3.1.2 Digital Data Services
 - Low capacity service at 56 Kbps or 64 Kbps provided on digital facilities.
- 3.1.3 A high capacity service is for the transmission of synchronous serial data at 1.544 Mbps.
- 3.1.4 A very high capacity service is for the transmission of synchronous serial data at 44.736 Mbps and above.

3.2 Rate Elements

3.2.1 This tariff includes services for which the following rate elements apply:

Non-Recurring Charges – Non-recurring charges are applied as a one-time fee normally at the time the circuit is initiated.

<u>Monthly Recurring Channel Termination Charge</u> - The monthly recurring charge is billed monthly in advance and is assess on each channel termination based on the terms and conditions of this tariff, the customer service agreement, or a master service agreement.

<u>Fixed Mileage Charge</u> - The fixed mileage charge is a recurring monthly fee which is applied to a circuit for which the Local Exchange Carrier would charge a comparable fee in association with an interoffice channel.

<u>Variable Mileage Charge</u> - Variable mileage charges is a recurring monthly fee which is applied to a circuit for which the Local Exchange Carrier would charge a comparable fee in association with an interoffice channel. In general, the variable mileage charge is calculated using V&H tables.

Out of Service Zone Termination Surcharge - A recurring monthly surcharge may be applied to

circuits which are terminated by BFP outside of its normal serving area. All or part of these circuits may be leased by BFP from the LEC or other access provider.

3.2.2 Discounts

BFP offers customers discounts based on the length term for which the customer will commit in the contract or service agreement.

3.2.3 Special Arrangements

In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this Tariff, Company, at this option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

3.3 Low Capacity Service

DSO - 2.4 Kbps to 19.2 Kbps

Rate Element	Base Price
Non Recurring per Channel Termination	
First Circuit	\$250.00
Additional Circuits (same termination)	\$250.00

		Discount Factor For		
		Contracts With Term of		
Monthly Recurring per Channel Termination	<u>Monthly</u>	<u> 2 Yr</u>	<u>3 Yr.</u>	<u>5 Yr.</u>
First Circuit	\$41.60			
Additional Circuit (same termination)	\$41.60	0%	0%	5%
Fixed Mileage	\$26.50	0%	0%	5%
Per Mile Charge	\$1.03	0%	0%	5%
Outside Service Zone Termination Surcharge	\$20.00	0%	0%	5%

3.4 Digital Data- Services

DDS - 56 Kbps -- 64 Kbps

Rate Element	Base Price
Non Recurring per Channel Termination	
First Circuit	\$225.00
Additional Circuits (same termination)	\$225.00

		Discount Factor For			
		Contra	Contracts With Term of		
Monthly Recurring per Channel Termination	<u>Monthly</u>	<u> 2 Yr</u>	<u>3 Yr.</u>	<u>5 Yr.</u>	
First Circuit	\$87.10	0%	0%	%	
Additional Circuit (same termination)					
Fixed Mileage	\$26.50	0%	0%	0%	
Per Mile Charge	\$1.03	0%	0%	0%	
Outside Service Zone Termination Surcharge	\$25.00	0%	0%	0%	

3.5 <u>High Capacity Service</u>

Rate Element	Base Price
Non Recurring per Channel Termination	
First Circuit	\$200.00
Additional Circuits (same termination)	\$200.00

		Discou	unt Facto	or For	
		Contra	acts With	Term of	
Monthly Recurring per Channel Termination	<u>Monthly</u>	<u> 2 Yr</u>	<u>3 Yr.</u>	<u>5 Yr.</u>	
First Circuit	\$166.50	0 %	10%	15 %	
Additional Circuit (same termination)					
Fixed Mileage	\$124.00	0 %	10%	15%	
Per Mile Charge	\$20.60	0%	10%	15%	
Outside Service Zone Termination Surcharge	\$30.00	0%	10%	15%	

3.6 Very High Capacity Service

DS3 - 44.736 Mbps

Rate Element	Base Price
Non Recurring per Channel Termination	
First Circuit	\$0.00
Additional Circuits (same termination)	\$0.00

		Disco	unt Facto	or For
		Contra	acts With	Term of
Monthly Recurring per Channel Termination	<u>Monthly</u>	<u> 2 Yr</u>	<u>3 Yr.</u>	<u>5 Yr.</u>
First Circuit	\$2300	0%	10%	15%
Additional Circuit (same termination)				
Fixed Mileage	\$704.50	0%	10%	15%
Per Mile Charge	\$108.55	0%	10%	15%
Outside Service Zone Termination Surcharge	\$250.00	0%	10%	15%

3.7 Individual Case Basis Arrangements

When the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff, charges will be determined on an Individual Case Basis ("ICB").

- 3.7.1 Specialized rates or charges will only be made available for nontariffed services and/or rate elements.
- 3.7.2 Specialized rates or charges will be made available to all similarly situated 3.7.3 customers on a nondiscriminatory basis.
- 3.7.4 The Ohio Public Service Commission will be notified by a filing in Docket No. 6 033-A with reference to Docket No. 95 277-U before specialized rates or charges for a specific nontariffed service and/or rate element is implemented for a sixth current customer. The notice will include (1) a description of the service or rate element affected, (2) the tentative filing date for a proposed tariff for the specialized rate or charge, a proposed tariff will be filed within six months of the date of this notice, (3) the number of current customers for the specialized rate or charge, and (4) the projected number of total customers for the specialized rate or charge on the proposed tariff filing date.
- 3.7.5 Once a specific tariff is approved that replaces a specialized rate or charge, customers of the specialized rate or charge will be moved to the specific tariff immediately or not later than the end

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Effective October 1, 2018

- of the term of the contract in effect at the time of tariff approval. Contracts will not be renegotiated after the date of notice above for the sole purpose of extending the effective term of contract beyond the approval date of the proposed tariffs.
- 3.7.6 The company will maintain, in an auditable format, information concerning all active contracts for specialized rates or charges. The Company will maintain, in an auditable format, information concerning all contracts for specialized rates or charges for at least two years after the end of the term of each contract. This information will be made available for review by the Ohio Public Service Commission upon request.

SUBSECTION D - MATERIAL PREVIOUSLY SET FORTH IN MCIMETRO PUCO TARIFF NO. 7

The services in this subsection were previously in Ohio P.U.C.O. Tariff No. 7, filed by MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services, canceled and replaced, in its entirety, Ohio Tariff No.1, issued by Metropolitan Fiber Systems of Columbus, Inc.

Effective on or after October 1, 2016, MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services will no longer offer the following Operator Services features in the United States and internationally: Busy Line Verification or Interrupt, Person-to-Person, 3rd Number Billing, and Collect Call services.

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SECTION 1 – DEFINITIONS

1. DEFINITIONS

Certain terms used generally throughout this tariff for the Network Services of this Company are defined below.

<u>Access</u>: A connection between a Customer Premises and a Point of Presence of an Interexchange Carrier for the transmission of voice data or video/image information.

<u>Alternate Access</u>: Alternate Access has the same meaning as Local Access except that the provider of the Service is an entity other than the Local Exchange Carrier authorized or permitted to provide such service. The charges for Alternate Access may be subject the Company's published tariff or to a contract on file and approved by the PUCO.

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

Bit: The smallest unit of information in the binary system of notation.

Company: MCImetro Access Transmission Services Corp., the issuer of this tariff.

<u>Customer</u>: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

<u>Dedicated</u>: A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

Duplex Service: A service which provides for simultaneous transmission in both directions.

<u>Fiber Optic Cable</u>: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

<u>Local Access</u>: Local Access means the connection between a Customer premises and a Company Point of Presence.

Mbps: Megabits, denotes millions of bits per second.

Network: The Company's digital fiber optics-based network located in Franklin County, Ohio.

<u>Network Services</u>: The Company's telecommunications access services offered on the Company's Network.

<u>Node</u>: The Company office where all Customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

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

<u>Point to Point Service</u>: Point to Point Service is an unswitched full time transmission service utilizing the Company's facilities to connect two or more Customer designated locations.

PUCO: The Public Utilities Commission of Ohio.

<u>Premises</u>: The space occupied by a Customer or authorized user in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

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

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

<u>Service Order</u>: 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.

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

<u>Shared</u>: A facility or equipment system or subsystem which can be used simultaneously by several Customers.

SECTION 1 – REGULATIONS

2. REGULATIONS

2.1 <u>Undertaking of the Company</u>

2.1.1 Scope

Network Services consist of furnishing dedicated communications service in connection with one-way and/or two-way information transmission between points within the Franklin County market service area.

2.1.2 Shortage of Equipment or Facilities

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

2.1.3 Terms and Conditions

- 2.1.3.1 Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- 2.1.3.2 Customers will 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, and the duration of the services.
- 2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 2.1.3.4 In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 2.1.3.5 Service may be terminated upon 10 days written notice to the Customer if:
 - a. the Customer is using the service in violation of this tariff; or
 - b. the Customer is using the service in violation of the law.

2.1.3.6 This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.

2.1.4 Liability of the Company

- 2.1.4.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. 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.
- 2.1.4.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.1.4.3 The Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services; or (b) for the acts or omissions of common carriers or warehousemen.
- 2.1.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.1.4.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4.5 as a condition precedent to such installations.
- 2.1.4.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or

employees.

- 2.1.4.7 The Company shall be indemnified, defended held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- 2.1.4.8 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.1.4.9 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN OR THROUGH A CONTRACT ON FILE AND APPROVED BY THE PUCO.
- 2.1.4.10Approval of the above tariff language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Carrier 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 any exculpatory clause.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable 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.

2.1.6 Provisions of Equipment and Facilities

- 2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.1.6.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.1.6.3 The Company may substitute, change or rearrange any equipment or facility at any time and from. time to time, but shall not thereby alter the technical

parameters of the service provided the Customer.

- 2.1.6.4 Equipment the Company provides or installs at the Customer Premises f or use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 2.1.6.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- 2.1.6.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - (a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (b) the reception of signals by Customer-provided equipment.

2.1.7 Nonroutine Installation

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

2.1.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- (a) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (c) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) in a quantity greater than that Company would normally construct;
- (e) on an expedited basis;
- (f) on a temporary basis until facilities are available;

- (g) involving abnormal costs; or
- (h) in advance of its normal construction.

Special construction charges will be determined as described in 4.1 following.

2.1.9 Ownership of Facilities

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

2.1.11 Emergency Calling Plan

Message toll telephone calls, to governmental emergency service agencies as set forth in (a) following, having primary or principal responsibility with the respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (b) following, are offered at no charge to customers.

- a. Governmental fire fighting, Ohio State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three-hundred sixty-five (365) days a year, including holidays.
- b. An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency service agency in order to seek assistance for such an emergency.

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and PUCO regulations, policies, orders, and decisions.
- 2.2.3 Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer

- 2.3.1 The Customer shall be responsible for:
 - (a) the payment of all applicable charges to this tariff;
 - (b) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Network Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer;
- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of company facilities and equipment in any customer premises or the rights-of-way for which Customer is responsible under section 2.3.1 d); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- (g) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.

2.3.2 Claims

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

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

2.3.3 Limitation of Liability

Approval of the above tariff language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Carrier 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 any exculpatory clause.

2.4 <u>Customer Equipment and Channels</u>

2.4.1 In General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

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

2.4.3 Interconnection of Facilities

- 2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Network Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 2.4.3.2 Network Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4.4 <u>Inspections</u>

- 2.4.4.1 Upon notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the

Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. if the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

2.5.1.1 Taxes

Certain telecommunications services, as defined in the Ohio Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Ohio, or both, and are charged to a subscriber's telephone number or account in Ohio.

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services.

2.5.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer Company.

- 2.5.2.1 Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.
- 2.5.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice is mailed.
- 2.5.2.3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- 2.5.2.4 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

2.5.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge (s) and one month I s charges f or the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special-construction and recurring charges (if any) for a period to be set between the

Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.5.4 Deposits

- 2.5.4.1 To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
 - (a) two month's charges for a service or facility which has a minimum payment period of one month; or
 - (b) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- 2.5.4.2 A deposit may be required in addition to an advance payment.
- 2.5.4.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- 2.5.4.4 Interest on intrastate deposits will be in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code.

2.5.5 Discontinuance of Service

- 2.5.5.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten days, prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- 2.5.5.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.5.5.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.5.5.4 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- 2.5.5.5 Upon the Company's discontinuance of service to the Customer under section 2.5.5.1 or 2.5.5.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and

payable (discounted to present value at six percent).

2.5.6 Cancellation of Application for Service

- 2.5.6.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.5.6.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (discounted to present value at 6% percent).
- 2.5.6.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 2.5.6.4 The special charges described in 2.5.6.1 through 2.5.6.3 will be calculated and applied on a case-by-case basis.

2.5.7 Changes in Service Requested

2.5.7.1 If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6 Allowances for-Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

2.6.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be adversely affected, but not interrupted.

- 2.6.1.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- 2.6.1.3 A credit allowance will be given for interruptions of 15 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

Length of <u>Interruption</u> Less than 15 minutes	Interruption Period To Be Credited None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

<u>Interruptions Over 24 Hours and Less Than 72 Hours</u>. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

<u>Interruptions Over 72 Hours</u>. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for any one month period.

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- interruptions due to the negligence of , or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;

- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions.
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- (g) interruption of service due to circumstances or causes beyond the control of Company.

2.6.3 <u>Cancellation For Service Interruption</u>

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equalling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the or cumulative service credits.

2.7 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2 all costs, fees and expenses reasonably incurred in connection with 1) all Non-Recurring charges reasonably expended by Company to establish service to Customer, plus 2) disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus 3) all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term.

2.8 Transfers and Assignments

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

2.9 Notices and Communications

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

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

SECTION 3 - SERVICES

3. <u>SERVICES</u>

3.1 General

Network Services consist of any of the services offered hereunder, either individually or in combination. Each service is offered independently of all others.

3.2 Special Services and Arrangements

In the event that the company were to offer services outside of tariffed rates, a special services/ arrangements contract will be filed with the PUCO for approval before such services are offered to the potential subscriber.

3.3 <u>Transmission Service</u>

- 3.3.1 Transmission Service is offered via the Company's facilities for the transmission of one-way and two way communications.
- 3.3.2 Digital channels over the Company's Network are furnished for full-duplex transmission of digital signals at operating speeds as follows:

64 Kbps (DS-0) 56 Kbps (DS-OD) 19.2 Kbps 9.2 Kbps 4.8 Kbps 2.4 Kbps 1.544 Mbps (DS-1) 44.736 Mbps (DS-3)

Digital channels operating at speeds other than those listed above may be provided at the option pursuant to 3.2. The rates for the operating speeds outlined above are described in Section 4.2.

3.3.3 Digital channels furnished by the Company at 1.544 Mbps, interconnections to such channels and equipment interfacing to such channels shall meet the following characteristics:

Line Rate: 1.544 Mbps + 130 ppm

Line Code 1: Bipolar (Alternate Mark)

Inversion

Line Code 2: Bipolar 8 zero substitution

(B8ZS)

Line Impedance: 100 ohms + 5% balanced

Jitter: The multiplexer will add not more than 0.3 time slot of rms jitter to

a DS-1 signal when looped at the DS-3 point.

3.3.4 Digital channels furnished by the Company at 44.736 Mbps, interconnections to such channels and equipment interfacing to such channels shall the following technical characteristics:

Line Rate: 44.736 Mbps + 20 ppm

Line Code: Bipolar with three-zero substitution (B3ZS)

Line Impedance: 75 ohms + 5 percent unbalanced

SECTION 4 – RATES

4. RATES

4.1 Flexible Pricing

The rates and charges listed in this tariff represent minimums. The present applicable rates and charges may be anywhere within the range of the minimum and maximum levels. The maximum rates charged will be no more than twice the minimum rates.

Changes in rates and charges will be furnished to the Public Utilities Commission of Ohio from time to time not less than seven (7) days prior to the effective date of such changed rates and charges. Any change to a rate or charge within the range shall not be construed as an application to increase rates.

4.2 Special Construction

4.2.1 Basis for Rates and Charges

No special construction charge will be applied unless preauthorized by the customer in a written service order. Rates and charges for special construction will be based on the costs incurred by the Company and may include (1) non-recurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) combinations thereof.

4.2.2 Basis for Cost Computation

Costs may include one or more of the following items to the extent that they are applicable:

- (a) cost installed of the facilities to be provided, including estimated costs f or the rearrangements of existing facilities. Cost installed includes the cost of:
 - (1) equipment and materials provided or used,
 - (2) engineering, labor and supervision,

- (3) transportation, and
- (4) rights-of-way;
- (b) cost of maintenance;
- (c) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- (d) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- (e) license preparation, processing and related fees;
- (f) any other identifiable costs related to the facilities provided; or
- (g) an amount for return and contingencies.

4.2.3 <u>Termination Liability</u>

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

- 4.2.3.1 The termination liability period is the estimated service life of the facilities provided.
- 4.2.3.2 The amount of the maximum termination liability is equal to the estimated amounts for:
 - (a) cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed including the cost of:
 - (1) equipment and materials provided or used,
 - (2) engineering, labor and supervision,
 - (3) transportation, and
 - (4) rights-of-way;
 - (b) license preparation, processing, and related fees;
 - (c) tariff preparation, processing, and related fees;
 - (d) cost of removal and restoration, where appropriate; and
 - (e) any other identifiable costs related to the specially constructed or rearranged facilities.
- 4.2.3.3 The applicable termination liability charge is based on the normal method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in section

4.2.3.2 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 4.2.3.2 preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

4.3 Transmission Service

4.3.1 General

Rates are composed of three elements which may to a Customer's service, depending upon the specific service requested and its location.

- 4.3.1.1 The channel termination rate element provides for the termination of the communications path at the Customer designated location. One channel termination charge applies for each Customer designated location at which a channel is terminated.
- 4.3.1.2 The Channel mileage rate element is determined by the Vertical and Horizontal Coordinates ("V&H") method, as set forth in the National Exchange carrier Association Tariff, F.C.C. No. 4. When the calculation results in a fraction of a mile, the total is rounded up to the next whole mile before applying the rate.
- 4.3.1.3 Optional Features for which charges are applied only include multiplexing.

4.3.2 <u>Voice Grade Service</u>

There are two types of Voice Grade Services. The service is compatible with either 2-wire ground start and loop start equipment or 4-wire E/M signalling equipment. 4-wire supports analog data transmission speeds of up to 19.2 Kbps. The rates for Voice Grade channels are as follows:

4.3.2.1 This service consists of making Voice Grade capacity available on a 24-hour per day, 7 days per week basis.

4.3.2.2 Voice Grade Service Rates:

Recurring Per Month

Channel Termination, per point of termination

- 2-wire voice/analog data

See Price List

- 4-wire voice/analog data

Channel Mileage

- fixed

- per mile

Installation & Relocation

Channel Termination, per point of termination

- 2-wire voice/analog data

See Price List

- subsequent, same location

- 4-wire voice/analog data
- subsequent, same location

4.3.3 Digital Data Services

Digital Data Service is provided at transmission rates of 2.4, 4.8, 9.6, 19.2, 56 and 64 Kbps.

4.3.3.1 This service consists of making DS-0 capacity available on a 24-hour per day, 7 days per week basis.

4.3.3.2 Digital Data Rates

Recurring Per Month

Channel Termination, per point of termination

2.4 Kbps See Price List
4.8 Kbps
9.6 Kbps
19.2 Kbps
56 Kbps
64 Kbps

Channel Mileage

- fixed

2.4 Kbps 4.8 Kbps 9.6 Kbps 19.2 Kbps 56 Kbps 64 Kbps

- per mile

2.4 Kbps 4.8 Kbps 9.6 Kbps 19.2 Kbps 56 Kbps 64 Kbps See Price List

See Price List

Installation & Relocation

Channel Termination, per point of termination

2.4 Kbps 4.8 Kbps 9.6 Kbps 19.2 Kbps 56 Kbps 64 Kbps See Price List

Subsequent, same location

2.4 Kbps

See Price List

4.8 Kbps 9.6 Kbps 19.2 Kbps 56 Kbps 64 Kbps

4.3.4 <u>DS-1 Service</u>

DS-1 service is a digital transmission facility of 1.544 Mbps with a capacity of up to 24 analog or digital channels. This service supports voice, analog data, digital data and video.

4.3.4.1 This service consists of making DS-1 capacity available 24-hours per day, 7 days per week.

4.3.4.2 DS-1 Rates

Recurring Per Month

Channel Termination, per point of termination Subsequent, same location

See Price List

Channel Mileage

- fixed
- per mile

Optional Features

- multiplexing DS1 to Voice
- multiplexing DS1 to Digital Data

Installation & Relocation

Channel Termination, per point of termination Subsequent, same location

See Price List

4.3.5 DS-3 Service

DS-3 service is a digital transmission facility of 44.736 Mbps with a capacity of 28 DS-1 channels or 672 Voice, Analog Data or Digital Data channels.

4.3.5.1 This service consists of making DS-3 capacity available 24-hours per day, 7 days per week.

4.3.5.2 DS-3 Rates

Recurring Per Month

Channel Termination, per point of termination Subsequent, same location

See Price List

Channel Mileage

- fixed

- per mile

Optional Features

- multiplexing, DS-3 to DS-1

Installation & Relocation

Channel Termination, per point of termination Subsequent, same location

See Price List

Optional Features

-multiplexing, DS-3 to DS-1

4.4 Service Calls

When a Customer reports trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer may be responsible for payment of a charge calculated from the time the Company's personnel are dispatched to the Customer Premise until the work is completed.

4.4.1 Service Call Charge Rates

Per hour rate, per technician, chargeable in 15 minute increments with a minimum charge of 1 hour

See Price List

PRICE LIST

Voice Grade Service

There are two types of Voice Grade Services. The service is compatible with either 2-wire ground start and loop start equipment or 4-wire E/M signalling equipment. 4wire supports analog data transmission speeds of up to 19.2 Kbps. The rates for Voice Grade channels are as follows:

Voice Grade Service Rates:

	Recurring <u>Per Month</u>
Channel Termination, per point of termination	
- 2-wire voice/analog data	\$22.00
- 4-wire voice/analog data	36.00
Channel Mileage - fixed	26.00
- per mile	1.00
	Installation & Relocation
Channel Termination, per point of termination	
- 2-wire voice/analog data	\$337.50

- subsequent, same location	292.50
4-wire voice / analog datasubsequent, same location	337.50 292.50

Digital Data Services

Digital Data Service is provided at transmission rates of 2.4, 4.8, 9.6, 19.2, 56 and 64 Kbps.

Di	gital Data Rates	
		Recurring Per Month
Cl	nannel Termination, per point of termination	<u> </u>
	2.4 Kbps	\$ 75.00
	4.8 Kbps	75.00
	9.6 Kbps	80.00
	19.2 Kbps	89.00
	56 Kbps 64 Kbps	98.00 108.00
	64 Kbps	106.00
	nannel Mileage ixed	
	2.4 Kbps	26.00
	4.8 Kbps	26.00
	9.6 Kbps	26.00
	19.2 Kbps 56 Kbps	26.00 26.00
	64 Kbps	26.00
	•	20.00
- þ	per mile	
	2.4 Kbps	1.00 1.00
	4.8 Kbps 9.6 Kbps	1.00
	19.2 Kbps	1.00
	56 Kbps	1.00
	64 Kbps	1.00
		Installation &
		Relocation
	nannel Termination	
pe	er point of termination	
	2.4 Kbps	\$416.00
	4.8 Kbps	416.00
	9.6 Kbps	416.00
	19.2 Kbps	416.00
	56 Kbps	416.00
	64 Kbps	416.00
Sı	ubsequent, same location	
	2.4 Kbps	\$371.00
	4.8 Kbps	371.00
	0.0 1/h	274 00

371.00

9.6 Kbps

19.2 Kbps	371.00
56 Kbps	371.00
64 Kbps	371.00

DS-1 Service

DS-1 service is a digital transmission facility of 1. 544 Mbps with a capacity of up to 24 analog or digital channels. This service supports voice, analog data, digital data and video.

DS-1 Rates	
	Recurring Per Month
Channel Termination, per point of termination Subsequent, same location	\$283.00 185.00
Channel Mileage - fixed - per mile	112.00 19.00
Optional Features - multiplexing DS1 to Voice - multiplexing DS1 to Digital Data	308.00 308.00
	Installation & Relocation
Channel Termination, per point of termination Subsequent, same location	540.00 495.00

DS-3 service

DS-3 service is a digital transmission facility of 44.736 Mbps with a capacity of 28 DS-1 channels or 672 Voice, Analog Data or Digital Data channels.

DS-3 Rates	
	Recurring Per Month
Channel Termination, per point of termination Subsequent, same location	\$2,682.00 2,682.00
Channel Mileage - fixed - per mile Optional Features - multiplexing, DS-3 to DS-1	873.00 125.00 795.00
	Installation & Relocation

Channel Termination,

MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services Ohio Local Exchange Services Catalog Schedule No. 3 (Enterprise Non-Current Services)

Effective October 1, 2018

per point of termination 738.00 Subsequent, same location 693.00

Optional Features

- multiplexing, DS-3 to DS-1 900.00

Service Call Charge Rates

Per hour rate, per technician, chargeable in 15 minute increments with a minimum charge of 1 hour

\$50.00 Per hour

SUBSECTION E - MATERIAL PREVIOUSLY SET FORTH IN MCIMETRO PUCO TARIFF NO. 8

This services in this subsection were previously in Ohio P.U.C.O. Tariff No. 8, filed by MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services, canceled and replaced, in its entirety, Ohio Tariff No.1, issued by Metropolitan Fiber Systems of Cleveland, Inc.

Effective on or after October 1, 2016, MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services will no longer offer the following Operator Services features in the United States and internationally: Busy Line Verification or Interrupt, Person-to-Person, 3rd Number Billing, and Collect Call services.

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SECTION 1 – DEFINITIONS

1. DEFINITIONS

Certain terms used generally throughout this tariff for the Network Services of this Company are defined below.

<u>Access</u>: A connection between a Customer Premises and a Point of Presence of an Interexchange Carrier for the transmission of voice data or video/image information.

<u>Alternate Access</u>: Alternate Access has the same meaning as Local Access except that the provider of the Service is an entity other than the Local Exchange Carrier authorized or permitted to provide such service. The charges for Alternate Access may be subject the Company's published tariff or to a contract on file and approved by the PUCO.

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

Bit: The smallest unit of information in the binary system of notation.

<u>Company</u>: MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services, the issuer of this tariff.

<u>Customer</u>: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

<u>Dedicate</u>d: A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

<u>Duplex Service</u>: A service which provides for simultaneous transmission in both directions.

<u>Fiber Optic Cable</u>: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

<u>Local Access</u>: Local Access means the connection between a Customer premises and a Company Point of Presence.

Mbps: Megabits, denotes millions of bits per second.

Network: The Company's digital fiber optics-based network located in Cuyahoga County, Ohio.

<u>Network Services</u>: The Company's telecommunications access services offered on the Company's Network.

<u>Node</u>: The Company office where all Customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

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

<u>Point to Point Service</u>: Point to Point Service is an unswitched full time transmission service utilizing the Company's facilities to connect two or more Customer designated locations.

PUCO: The Public Utilities Commission of Ohio.

<u>Premises</u>: The space occupied by a Customer or authorized user in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

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

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

<u>Service Order</u>: 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.

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

<u>Shared</u>: A facility or equipment system or subsystem which can be used simultaneously by several Customers.

SECTION 2 – REGULATIONS

2. REGULATIONS

2.1 <u>Undertaking of the Company</u>

2.1.1 <u>Scope</u>

Network Services consist of furnishing dedicated communications service in connection with one-way and/or two-way information transmission between points within the Cuyahoga County market service area.

2.1.2 Shortage of Equipment or Facilities

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

2.1.3 Terms and Conditions

- 2.1.3.1 Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- 2.1.3.2 Customers will 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, and the duration of the services.
- 2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 2.1.3.4 In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

- 2.1.3.5 Service may be terminated upon 10 days written notice to the Customer if:
 - a. the Customer is using the service in violation of this tariff; or
 - b. the Customer is using the service in violation of the law.
- 2.1.3.6 This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.

2.1.4 Liability of the Company

- 2.1.4.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. 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.
- 2.1.4.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.1.4.3 The Company shall not be liable f or (a) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services; or (b) for the acts or omissions of common carriers or warehousemen.
- 2.1.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.1.4.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4.5 as a condition precedent to

such installations.

- 2.1.4.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- 2.1.4.7 The Company shall be indemnified, defended held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- 2.1.4.8 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.1.4.9 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN OR THROUGH A CONTRACT ON FILE AND APPROVED BY THE PUCO.
- 2.1.4.10Approval of the above tariff language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Carrier 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 any exculpatory clause.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable 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.

2.1.6 Provisions of Equipment and Facilities

- 2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.1.6.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer

permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

- 2.1.6.3 The Company may substitute, change or rearrange any equipment or facility at any time and from. time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- 2.1.6.4 Equipment the Company provides or installs at the Customer Premises f or use in connection with the services the Company offers shall not be used f or any purpose other than that f or which the Company provided it.
- 2.1.6.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- 2.1.6.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - (a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (b) the reception of signals by Customer-provided equipment.

2.1.7 Nonroutine Installation

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

2.1.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- (a) where facilities are not presently available, and there is no other requirement for the facilities so constructed:
- (b) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (c) over a route other than that which the Company would normally utilize in the furnishing of its services;

- (d) in a quantity greater than that Company would normally construct;
- (e) on an expedited basis;
- (f) on a temporary basis until facilities are Available;
- (g) involving abnormal costs; or
- (h) in advance of its normal construction.

Special construction charges will be determined as described in 4.1 following.

2.1.9 Ownership of Facilities

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

2.1.11 Emergency Calling Plan

Message toll telephone calls, to governmental emergency service agencies as set forth in (a) following, having primary or principal responsibility with the respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (b) following, are offered at no charge to customers.

- a. Governmental fire fighting, Ohio State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-f our (24) hour basis, three-hundred sixty-five (365) days a year, including holidays.
- b. An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency service agency in order to seek assistance for such an emergency.

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and PUCO regulations, policies, orders, and decisions.
- 2.2.3 Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer

- 2.3.1 The Customer shall be responsible for:
 - (a) the payment of all applicable charges to this tariff;

- (b) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Network Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer;
- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of company facilities and equipment in any customer premises or the rights-of-way for which Customer is responsible under section 2.3.1 d); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- (g) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.

2.3.2 Claims

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

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

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

2.3.3 Limitation of Liability

Approval of the above tariff language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Carrier 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 any exculpatory clause.

2.4 <u>Customer Equipment and Channels</u>

2.4.1 In General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

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

2.4.3 Interconnection of Facilities

- 2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Network Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 2.4.3.2 Network Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4.4 Inspections

2.4.4.1 Upon notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities,

equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. if the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

2.5.1.1 Taxes

Certain telecommunications services, as defined in the Ohio Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Ohio, or both, and are charged to a subscriber's telephone number or account in Ohio.

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services.

2.5.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer Company.

- 2.5.2.1 Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.
- 2.5.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice is mailed.
- 2.5.2.3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- 2.5.2.4 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- 2.5.2.5 Interest at the rate of 1.25% per month (unless a lower rate is prescribed by law,

in which event at the highest rate allowable by law) may be applied to any portion of the payment which is received by the Company after the due date, or to any portion of the payment which is received by the Company in funds which are not immediately available.

2.5.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge (s) and one month I s charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.5.4 Deposits

- 2.5.4.1 To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
 - (a) two month's charges for a service or facility which has a minimum payment period of one month; or
 - (b) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- 2.5.4.2 A deposit may be required in addition to an advance payment.
- 2.5.4.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- 2.5.4.4 Interest on intrastate deposits will be in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code.

2.5.5 Discontinuance of Service

- 2.5.5.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten days, prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- 2.5.5.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.5.5.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the

Customer, may discontinue or suspend service without incurring any liability.

- 2.5.5.4 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- 2.5.5.5 Upon the Company's discontinuance of service to the Customer under section 2.5.5.1 or 2.5.5.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

2.5.6 Cancellation of Application for Service

- 2.5.6.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
 - 2.5.6.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (discounted to present value at 6% percent).
 - 2.5.6.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
 - 2.5.6.4 The special charges described in 2.5.6.1 through 2.5.6.3 will be calculated and applied on a case-by-case basis.

2.5.7 Changes in Service Requested

2.5.7.1 If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6 Allowances for-Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the

part of the service that the interruption affects.

2.6.1 <u>Credit for Interruptions</u>

- 2.6.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be adversely affected, but not interrupted.
- 2.6.1.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. only those facilities on the interrupted portion of the circuit will receive a credit.
- 2.6.1.3 A credit allowance will be given for interruptions of 15 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

Length of Interruption Less than 15 minutes	Interruption Period <u>To Be Credited</u> None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

<u>Interruptions Over 24 Hours and Less Than 72 Hours</u>. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

<u>Interruptions Over 72 Hours</u>. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for any one

month period.

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- interruptions due to the negligence of , or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (b) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions.
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- (g) interruption of service due to circumstances or causes beyond the control of Company.

2.6.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equalling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the cumulative service credits.

2.7 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2 all costs, fees and expenses reasonably incurred in connection with 1) all Non-Recurring charges reasonably expended by the Company to establish service to Customer, plus 2) disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus 3) all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term.

2.8 Transfers and Assignments

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

2.9 Notices and Communications

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

SECTION 3 - SERVICES

3. SERVICES

3.1 General

Network Services consist of any of the services offered hereunder, either individually or in combination. Each service is offered independently of all others.

3.2 Special Services and Arrangements

In the event that the company were to offer services outside of tariffed rates, a special services/ arrangements contract will be filed with the PUCO for approval before such services are offered to the potential subscriber.

3.3 Transmission Service

- 3.3.1 Transmission Service is offered via the Company's facilities for the transmission of one-way and two way communications.
- 3.3.2 Digital channels over the Company's Network are furnished for full-duplex transmission of digital signals at operating speeds as follows:

64 Kbps (DS-0) 56 Kbps (DS-OD) 19.2 Kbps 9.2 Kbps 4.8 Kbps 2.4 Kbps 1.544 Mbps (DS-1)

44.736 Mbps (DS-3)

Digital channels operating at speeds other than those listed above may be provided at the option pursuant to 3.2. The rates for the operating speeds outlined above are described in Section 4.2.

3.3.3 Digital channels furnished by the Company at 1.544 Mbps, interconnections to such channels and equipment interfacing to such channels shall meet the following characteristics:

Line Rate: 1.544 Mbps + 130 ppm

Line Code 1: Bipolar (Alternate Mark)

Inversion

Line Code 2: Bipolar 8 zero substitution

(B8ZS)

Line Impedance: 100 ohms + 5% balanced

Jitter: The multiplexer will add not more than 0.3 time slot of rms jitter to

a DS-1 signal when looped at the DS-3 point.

3.3.4 Digital channels furnished by the Company at 44.736 Mbps, interconnections to such channels and equipment interfacing to such channels shall the following technical characteristics:

Line Rate: 44.736 Mbps + 20 ppm

Line Code: Bipolar with three-zero substitution (B3ZS)

Line Impedance: 75 ohms + 5 percent unbalanced

SECTION 4 - RATES

4. RATES

4.1 Flexible Pricing

The rates and charges listed in this tariff represent minimums. The present applicable rates and charges may be anywhere within the range of the minimum and maximum levels. The maximum rates charged will be no more than twice the minimum rates.

Changes in rates and charges will be furnished to the Public Utilities Commission of Ohio from time to time not less than seven (7) days prior to the effective date of such changed rates and charges. Any change to a rate or charge within the range shall not be construed as an application to increase rates.

4.2 Special Construction

4.2.1 Basis for Rates and Charges

No special construction charge will be applied unless preauthorized by the customer in a

written service order. Rates and charges for special construction will be based on the costs incurred by the Company and may include (1) non-recurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) combinations thereof.

4.2.2 Basis for Cost Computation

Costs may include one or more of the following items to the extent that they are applicable:

- (a) cost installed of the facilities to be provided, including estimated costs f or the rearrangements of existing facilities. Cost installed includes the cost of:
 - (1) equipment and materials provided or used,
 - (2) engineering, labor and supervision,
 - (3) transportation, and
 - (4) rights-of-way;
- (b) cost of maintenance;
- (c) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- (d) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- (e) license preparation, processing and related fees;
- (f) any other identifiable costs related to the facilities provided; or
- (g) an amount for return and contingencies.

4.2.3 Termination Liability

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

- 4.2.3.1 The termination liability period is the estimated service life of the facilities provided.
- 4.2.3.2 The amount of the maximum termination liability is equal to the estimated amounts for:
 - (a) cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed including the cost of:
 - (1) equipment and materials provided or used,
 - (2) engineering, labor and supervision,
 - (3) transportation, and

- (4) rights-of-way;
- (b) license preparation, processing, and related fees;
- (c) tariff preparation, processing, and related fees;
- (d) cost of removal and restoration, where appropriate; and
- (e) any other identifiable costs related to the specially constructed or rearranged facilities.
- 4.2.3.3 The applicable termination liability charge is based on the normal method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in section 4.2.3.2 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 4.2.3.2 preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

4.3 <u>Transmission Service</u>

4.3.1 General

Rates are composed of three elements which may to a Customer's service, depending upon the specific service requested and its location.

- 4.3.1.1 The channel termination rate element provides for the termination of the communications path at the Customer designated location. One channel termination charge applies for each Customer designated location at which a channel is terminated.
- 4.3.1.2 The Channel mileage rate element is determined by the Vertical and Horizontal Coordinates ("V&H") method, as set forth in the National Exchange carrier Association Tariff, F.C.C. No. 4. When the calculation results in a fraction of a mile, the total is rounded up to the next whole mile before applying the rate.
- 4.3.1.3 Optional Features for which charges are applied only include multiplexing.

4.3.2 Voice Grade Service

There are two types of Voice Grade Services. The service is compatible with either 2-wire ground start and loop start equipment or 4-wire E/M signalling equipment. 4-wire supports analog data transmission speeds of up to 19.2 Kbps. The rates for Voice Grade channels are as follows:

4.3.2.1 This service consists of making Voice Grade capacity available on a 24-hour per day, 7 days per week basis.

4.3.2.2 Voice Grade Service Rates:

Recurring Per Month

Channel Termination, per point of termination

- 2-wire voice/analog data

- 4-wire voice/analog data

See Price List

Channel Mileage

- fixed
- per mile

Installation & Relocation

Channel Termination, per point of termination

- 2-wire voice/analog data

See Price List

- subsequent, same location
- 4-wire voice/analog data
- subsequent, same location

4.3.3 <u>Digital Data Services</u>

Digital Data Service is provided at transmission rates of 2.4, 4.8, 9.6, 19.2, 56 and 64 Kbps.

4.3.3.1 This service consists of making DS-0 capacity available on a 24-hour per day, 7 days per week basis.

4.3.3.2 Digital Data Rates

Recurring Per Month

Channel Termination, per point of termination

2.4 Kbps 4.8 Kbps 9.6 Kbps 19.2 Kbps 56 Kbps 64 Kbps See Price List

Channel Mileage

- fixed

2.4 Kbps4.8 Kbps9.6 Kbps19.2 Kbps56 Kbps64 Kbps

See Price List

- per mile

2.4 Kbps 4.8 Kbps 9.6 Kbps 19.2 Kbps 56 Kbps 64 Kbps See Price List

Installation & Relocation

Channel Termination, per point of termination

2.4 Kbps

See Price List

4.8 Kbps

9.6 Kbps

19.2 Kbps

56 Kbps

64 Kbps

Subsequent, same location

2.4 Kbps

See Price List

4.8 Kbps

9.6 Kbps

19.2 Kbps

56 Kbps

64 Kbps

4.3.4 DS-1 Service

DS-1 service is a digital transmission facility of 1.544 Mbps with a capacity of up to 24 analog or digital channels. This service supports voice, analog data, digital data and video.

4.3.4.1 This service consists of making DS-1 capacity available 24-hours per day, 7 days per week.

4.3.4.2 DS-1 Rates

Recurring

Per Month

Channel Termination,

per point of termination

See Price List

Subsequent, same location

Channel Mileage

- fixed
- per mile

Optional Features

- multiplexing DS1 to Voice
- multiplexing DS1 to Digital

Data

Installation & Relocation

Channel Termination,

per point of termination See Price List

Subsequent, same location

4.3.5 DS-3 Service

DS-3 service is a digital transmission facility of 44.736 Mbps with a capacity of 28 DS-1 channels or 672 Voice, Analog Data or Digital Data channels.

4.3.5.1 This service consists of making DS-3 capacity available 24-hours per day, 7 days

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per week.

4.3.5.2 DS-3 Rates

Recurring Per Month

Channel Termination, per point of termination Subsequent, same location

See Price List

Channel Mileage

- fixed
- per mile

Optional Features

- multiplexing, DS-3 to DS-1

Installation & Relocation

Channel Termination, per point of termination Subsequent, same location

See Price List

Optional Features -multiplexing, DS-3 to DS-1

4.4 Service Calls

When a Customer reports trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer may be responsible for payment of a charge calculated from the time the Company's personnel are dispatched to the Customer Premise until the work is completed.

4.4.1 Service Call Charge Rates

Per hour rate, per technician, chargeable in 15 minute increments with a minimum charge of 1 hour

See Price List

PRICE LIST

Voice Grade Service

There are two types of Voice Grade Services. The service is compatible with either 2-wire ground start and loop start equipment or 4-wire E/M signalling equipment. 4-wire supports analog data transmission speeds of up to 19.2 Kbps. The rates for Voice Grade channels are as follows:

Voice Grade Service Rates:

Recurring Per Month

Channel Termination,

per point of termination - 2-wire voice/analog data - 4-wire voice/analog data Channel Mileage - fixed - per mile	\$22.00 36.00 26.00 1.00
Channel Termination, per point of termination - 2-wire voice/analog data - subsequent, same location	Installation & Relocation \$337.50 292.50
4-wire voice / analog datasubsequent, same location	337.50 292.50

Digital Data Services

Digital Data Service is provided at transmission rates of 2.4, 4.8, 9.6, 19.2, 56 and 64 Kbps.

Digital Data Rates

	Recurring Per Month
Channel Termination, per point of termination	
2.4 Kbps	\$ 75.00
4.8 Kbps	75.00
9.6 Kbps	80.00
19.2 Kbps	89.00
56 Kbps	98.00
64 Kbps	108.00
Channel Mileage - fixed	
2.4 Kbps	26.00
4.8 Kbps	26.00
9.6 Kbps	26.00
19.2 Kbps	26.00
56 Kbps	26.00
64 Kbps	26.00
- per mile	
2.4 Kbps	1.00
4.8 Kbps	1.00
9.6 Kbps	1.00
19.2 Kbps	1.00
56 Kbps	1.00
64 Kbps	1.00

Digital Data Rates

Installation & Relocation

Channel Termination per point of termination

2.4 Kbps	\$416.00
4.8 Kbps	416.00
9.6 Kbps	416.00
19.2 Kbps	416.00
56 Kbps	416.00
64 Kbps	416.00

Subsequent, same location

2.4 Kbps	\$371.00
4.8 Kbps	371.00
9.6 Kbps	371.00
19.2 Kbps	371.00
56 Kbps	371.00
64 Kbps	371.00

DS-1 Service

DS-1 service is a digital transmission facility of 1. 544 Mbps with a capacity of up to 24 analog or digital channels. This service supports voice, analog data, digital data and video.

DS-1 Rates

<u>DO FRAICS</u>	Recurring Per Month
Channel Termination, per point of termination Subsequent, same location	\$283.00 185.00
Channel Mileage - fixed - per mile	112.00 19.00
Optional Features - multiplexing DS1 to Voice - multiplexing DS1 to Digital Data	308.00 308.00
	Installation & Relocation
Channel Termination, per point of termination Subsequent, same location	540.00 495.00

DS-3 service

DS-3 service is a digital transmission facility of 44.736 Mbps with a capacity of 28 DS-1 channels or 672 Voice, Analog Data or Digital Data channels.

DS-3 Rates

Recurring Per Month

Channel Termination, per point of termination Subsequent, same location	\$2,682.00 2,682.00
Channel Mileage - fixed - per mile Optional Features - multiplexing, DS-3 to DS-1	873.00 125.00 795.00
ap.og, 200 to 20	Installation & Relocation
Channel Termination, per point of termination Subsequent, same location	738.00 693.00
Optional Features - multiplexing, DS-3 to DS-1	900.00

Service Call Charge Rates

Per hour rate, per technician, chargeable in 15 minute increments with a minimum charge of 1 hour

narge of 1 hour \$50.00 Per hour

SUBSECTION F - MATERIAL PREVIOUSLY SET FORTH IN MCIMETRO PUCO TARIFF NO. 10

The services in this subsection were previously in Ohio P.U.C.O. Tariff No. 10, filed by MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services.

Effective on or after October 1, 2016, MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services will no longer offer the following Operator Services features in the United States and internationally: Busy Line Verification or Interrupt, Person-to-Person, 3rd Number Billing, and Collect Call services.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this tariff are defined below.

Effective October 1, 2018

<u>Account Codes</u>: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Access Line: A communications channel which is used for access to a Company service point.

<u>Access Line Group</u>: An access line or a number of access lines from a single customer or authorized user location which have the same termination characteristics and which are arranged in a hunting sequence.

Additional Minute: The rate element used to bill for the chargeable time when a call continues beyond the initial minute.

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

<u>Aggregator</u>: A person, firm, corporation or other legal entity that obtains service from the Company and in the ordinary course of its business, makes telephones available to end users for use of the service.

<u>Authorized User</u>: A person, firm, corporation, or other legal entity which is authorized by the customer to be connected to the service of the customer. An authorized user(s) must be named in the application for service.

<u>Automatic Number Identification (ANI)</u>: 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.

<u>Billing Period</u>: The period of time between customer invoice to customer invoice consisting of approximately 30 days.

Bit: The smallest unit of information in the binary system of notation.

<u>Business Customer:</u> Service furnished in office buildings, stores, factories, colleges, hospitals, and all other institutions of a business nature. Includes hotels, apartment houses, clubs, boarding and rooming houses except when all stations are within the subscribers's domestic establishment and no business listings are provided.

<u>Call Back/Camp On</u>: Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

Call Forwarding:

<u>Call Forwarding Station</u>: Allows calls directed to a station line to be routed to a user defined line inside or outside the customer's telephone system.

<u>Call Forwarding System</u>: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the customer's telephone system.

<u>Call Forwarding Remote</u>: This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

<u>Call Forwarding Busy</u>: Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

<u>Call Forwarding Don't Answer</u>: Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a

preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

<u>Call Forwarding Variable Limited</u>: When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

<u>Call Forwarding Variable Unlimited</u>: The same a Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

<u>Call Hold</u>: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

<u>Call Park</u>: Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

<u>Call Pickup</u>: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a customer group.

<u>Call Transfer</u>: Allows a station line user to transfer any established call to another station line inside or outside the customer group without the assistance of the attendant.

<u>Call Waiting</u>: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switchhook flash.

<u>Calling Card</u>: Denotes a billing arrangement whereby the end user can have his calls charged to a company by providing an authorization code.

<u>Channel</u>: The path for electrical transmission between two or more points.

Commission: For purposes of this tariff, Commission refers to the Public Utilities Commission of Ohio.

<u>Communications Services</u>: The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company: MCI Communications Services, Inc., the issuer of this tariff.

<u>Company Calling Card</u>: A telephone calling card issued by the Company at the Customer's request, which enables the Customer or User(s) authorized by the Customer to place calls over the network and to have the charges for such calls billed to the Customer's account.

<u>Credit Card</u>: A Credit Card is an accepted credit card, which is defined as a credit card that the cardholder has requested or applied for and received, or has signed, used or authorized another person to use to obtain credit. Any credit card issued as an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

<u>Customer</u> or <u>Subscriber</u>: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Effective October 1, 2018

<u>Customer-Provided Facilities</u>: All facilities, including those obtained from other communications common carriers, provided by the customer and/or authorized user, other than those provided by the Company.

<u>Dedicated Access Lines ("DAL")</u>: A group of leased lines which interconnect a switching system to a dedicated subscriber.

<u>Dedicated Access Service</u>: The generic term for the Company service in which the customer's traffic passes over an access line, connecting the customer's premise to a Company switch, which is used solely for that customer's traffic.

<u>Dedicated Inbound Calls</u>: Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's POP. This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

<u>Dedicated Outbound Calls</u>: Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's Point of Presence (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

<u>Dial Pulse (or "DP")</u>: The pulse type employed by rotary dial station sets.

<u>Direct Inward Dial (or "DID")</u>: A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

<u>Direct Outward Dial (or "DOD")</u>: A service attribute that allows individual station users to access and dial outside numbers directly.

<u>Do Not Disturb</u>: Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

<u>Double Branding</u>: A procedure whereby the operator identifies the company providing operator assistance to the end user twice during the transaction.

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

Duplex Service: Service which provides for simultaneous transmission in both directions.

<u>Fiber Optic Cable</u>: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hertz: Is a unit of frequency equal to one cycle per second.

<u>Holiday</u>: One of the following Federally recognized Holidays: Independence Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day.

<u>Hunting</u>: Routes a call to an idle station line in a prearranged group when the called station line is busy.

<u>In-Only</u>: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Effective October 1, 2018

Initial Minute: The rate element used to bill for the first chargeable minute, or fraction thereof, of a call.

<u>Joint User</u>: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by MCI Communications Services, Inc. and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Kbps: Kilobits per second, denotes thousands of bits per second.

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

<u>LATA</u>: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Line Haul Mileage: Denotes mileage distance between the Company Terminal Office Cites.

<u>Local Access Line or Local Distribution Channel</u>: The facility consisting of the necessary equipment and local telephone company lines which are required to interconnect the customer's or authorized user's premises to the Company Service Point within the same local exchange area or extended service area.

<u>Local Exchange Carrier</u>: A telecommunication utility is regulated by the Commission that provided dial tone to customers over local exchange access lines owned, operated and routed by the utility.

<u>Local Time</u>: The time observed, standard or daylight savings at the rate center associated with the originating point of the call.

Mbps: Megabits, denotes millions of bits per second.

Mileage Rate Band: Mileage interval used to establish rates for the Company services.

<u>Minimum Average Time Requirement (MATR)</u>: A generic term indicating a specified period of time, used in the determination of usage charges, which represents the minimum average duration of calls completed during a billing period.

Modem: A device which modulates and/or demodulates signals for proper transmission.

<u>Multiple Channel Service</u>: Is a service offering whereby a customer may order more than on leased channel where the line haul mileage of the channels falls within the same mileage rate band.

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

Network: Refers to the Company's facilities, equipment, and services provided under this Tariff.

<u>Normal Business Hours</u>: Normal business hours is the time between 8 a.m. and 5 p.m., Monday through Friday, excluding holidays, unless otherwise specified.

<u>Operator Service Provider</u>: A person, firm, corporation or other legal entity that makes alternative operator services available to end users.

Other Communications Common Carrier: A government regulated entity offering communications services to the public.

Effective October 1, 2018

<u>Port</u>: A communications interface provided by the Company through which the customer or authorized user obtains access to the Company network via access lines.

<u>Premises</u>: All building occupied by the customer and/or his authorized user on a contiguous property (except railroad right of way, etc.) not intersected by a public road.

<u>Public Safety Agency</u>: The State or any city, county, municipal corporation, public district, public authority, or functional division located in whole or part within the State which provides or has the authority to provide fire fighting, law enforcement, ambulances, medical, or emergency services. Referred to as the customer for Universal Emergency Telephone Number Service.

<u>Public Safety Answering Point (PSAP)</u>: A location operated and maintained by a Public Safety Agency at which requests for fire fighting, law enforcement, ambulance, medical, or other emergency services are answered.

<u>Rate Center</u>: Denotes a geographically specified point within a central office or local exchange area established for the purpose of measuring airline mileage.

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

<u>Residential Customer</u>: Service furnished in private homes or apartments including all parts of the subscriber's domestic establishment for domestic use and not for substantial occupational use.

Service Points: Those cities from which the Company makes its services available to its customers.

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

<u>Service Order</u>: 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.

<u>Shared Access Service</u>: The generic term for a Company Service in which a call is transmitted over facilities shared by other customers before it reaches the Company switch.

<u>Shared Inbound Calls</u>: Refers to calls that are terminated via the Customer's LEC-provided local exchange access line.

<u>Shared Outbound Calls</u>: Refers to calls in Feature Group D exchanges whereby the Customer's local telephone lines are presubscribed by the local exchange company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's network. Calls to stations within the Customer's LATA may be placed by dialing "10 + XXX or 101XXXXX + the 10-digit number".

<u>Special Services</u>: Denotes service provided and performed by the Company involving special engineering, design, programming, development or production activities to provide services requested by a customer to meet special needs not otherwise provided under this tariff.

Effective October 1, 2018

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

<u>System</u>: Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

<u>Station</u>: Allows a station line user to add, change or delete telephone numbers from a speed calling list. The list is dedicated to the individual station line user.

Subscriber: This term as used in this tariff has the same meaning as "customer".

Switch: An electronic device which is used to provide circuit routing and control.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

<u>Traditional Operator Services</u>: The term used to describe those services provided by the Company in which the end user has a customer relationship with the Company, the Company contracts with the customer/end user to provide the services, and the customer/ end user pays for the actual processing of the operator assisted calls.

<u>Two Way</u>: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

<u>Universal Emergency Telephone Number (911) Service</u>: Wherever feasible, the Company will provide a universal Central Office number "911" for the use of Public Safety Agencies having the responsibility to protect the safety and property of the general public. It is intended that use of 911 Service will provide the public with a means of simple and direct telephone access to a Public Safety Answering Point.

<u>User</u> or <u>End User</u>: Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

Voice-Grade Channel: Denotes a communications channel with a nominal bandwidth of 4,000 hertz.

<u>Weekday</u>: One of the normal business days of the week, Monday through Friday, excluding Holidays and Weekend periods.

SECTION 2 - GENERAL RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

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

2.1.2 <u>Shortage of Equipment or Facilities</u>

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

2.1.3 Terms and Conditions

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- C) Except as otherwise stated in this tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E) Service may be terminated upon written notice to the Customer if:
 - 1) the Customer is using the service in violation of this tariff; or
 - 2) the Customer is using the service in violation of the law.
- F) This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.
- G) Another Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H) To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its' customers. At the reasonable request of

either party, the Company and the Other Telephone Company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

- It is the Customer's responsibility to provide answer supervision back to the Company point of connection even when the Company Toll Free Service is connected to switching equipment or a Customer-provided communications system. In such case, the equipment or system must provide appropriate supervision so that the measure of chargeable time begins upon delivery of the call to the Customer's switching equipment or communications system and ends upon termination of the call.
- J) While it is the policy of the Company to allow casual dialing (e.g. 10XXX or 101XXXX) on all local exchange services provided to customers, in certain instances where the Company provides a local exchange service to a customer by reselling an underlying service provided by another authorized carrier, the Company may block casual calls originated over such resold local exchange services where technical limitations do not allow.
- K) In certain instances where the Company provides a local exchange service to a customer by reselling an underlying service provided by another authorized carrier, the Company may block casual calls originated over such resold local exchange services where technical limitations do not allow the proper billing of such calls.

2.1.4 Limitations on Liability

- A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D) The Company shall not be liable for any claims for loss or damages involving:
 - 1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
 - 2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies,

insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

- 3) Any unlawful or unauthorized use of the Company's facilities and services;
- 4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
- 5) Breach in the privacy or security of communications transmitted over the Company's facilities;
- Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in Section 2.1.4, preceding.
- 7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
- 8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 9) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.
- Any act or omission in connection with the provision of 911, E911, or similar services;
- 12) Any noncompletion of calls due to network busy conditions:
- 13) Any calls not actually attempted to be completed during any period that service is unavailable.
- E) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including

environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

- F) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- G) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H) Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable 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.

2.1.6 Provision of Equipment and Facilities

- A) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation

of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:

- 1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- 2) the reception of signals by Customer-provided equipment; or
- 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Ownership of Facilities

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

2.1.8 Non-routine Installation

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

2.1.9 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- over a route other than that which the Company would normally utilize in the furnishing of its services;
- D) in a quantity greater than that which the Company would normally construct;
- E) on an expedited basis;
- F) on a temporary basis until permanent facilities are available;
- G) involving abnormal costs; or
- H) in advance of its normal construction.

2.2 Prohibited Uses

- A) The services the Company offers shall not be used for any unlawful purpose or for any uses as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B) The Company may require applicants for service who intend to use the Company's offerings

for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and PSC regulations, policies, orders, and decisions.

- C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- D) A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.
- 2.2.1 Customer may not use service furnished under this local exchange tariff, directly or indirectly, to provide a service that constitutes exchange access and/or is subject to the application of access charges under applicable law. The Company reserves the right to:
 - request that Customer provide written certification that it is using the service in compliance with this requirement; and/or
 - 2) conduct a site survey of Customer premises or an audit of Customer books and records upon reasonable notice or take other reasonable measures to satisfy itself that Customer is using service in compliance with this tariff.

In the event Customer is found to be using service in violation of this requirement, the Company may discontinue the provision of service without notice, any other provision of this tariff to the contrary notwithstanding. Customer shall indemnify the Company for any liability, losses, penalties or payments (including without limitation access charges and the Company's attorneys' fees) incurred due to Customer's misuse of the Company's services obtained under this tariff.

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A) the payment of all applicable charges pursuant to this tariff;
- B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C) providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-

provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

- E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

2.3.2 <u>Liability of the Customer</u>

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) the death of or injury to persons, including, but not limited to, employees or invites of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C) The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims

against third parties for damages of any nature other than those described in the preceding sentence.

2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

- A) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

- A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- C) Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

2.4.4 Inspections

A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2.5 Customer Deposits

2.5.1 Deposits

- A) To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
 - two month's charges for a service or facility which has a minimum payment period of one month; or
 - 2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- C) Deposits held for less than 180 days shall not accrue interest. Interest on intrastate deposits held for longer than 180 days will be handled in accordance with Rule 4901: 1-17-05 of the Ohio Administrative Code.

2.6 Payment Arrangements

2.6.1 Payments for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A) Taxes

The Customer is responsible for payment of any fees (including franchise and right-of-way fees*), charges, surcharges and taxes (however designated) (including without limitation sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of Network Services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

* Franchise fees and right-of-way fees are subject to approval by the Public Utilities Commission of Ohio (PUCO) through ATA filing.

2.6.2 <u>Billing and Collection of Charges</u>

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A) Non-recurring charges are due and payable within 30 days after the date of the invoice.
- B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.
- C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
 - 1) a rate of 1.5 percent per month; or
 - 2) the highest interest rate which may be applied under state law for commercial transactions.
- F) The Customer will be assessed a charge of for each check submitted by the Customer to the Company which a financial institution refuses to honor.

Check Charge See Price List

- G) If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 7.3.
- H) The Company will bill previously unbilled charges for service to the Customer, provided the associated service was furnished not more than one hundred eighty (180) days preceding the date of the Customer's bill, including the following:
 - collect calls
 - credit card and calling card calls
 - third party calls

- "error file" calls (calls which cannot be billed due to the unavailability of complete billing information to the Company)
- * In cases involving toll fraud, the Company may backbill for one and one-half (1 1/2) years.

2.6.3 Billing Disputes

A) General

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

B) Late Payment Charge

- 1) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under Section 2.6.2(E), preceding.
- 2) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
- 3) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

C) Adjustments or Refunds to the Customer

- 1) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
- 2) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
- 4) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

D) <u>Unresolved Billing Disputes</u>

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action:

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

Public Interest Center
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215-3793
1-800-686-7826 or
1-800-686-1570 (TDD/TTY)

2.6.4 <u>Discontinuance of Service for Cause</u>

- A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice (5 days for Residential Customers) to the Customer, discontinue or suspend service without incurring any liability.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice (5 days for Residential Customers) in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs as set forth in Section 2.9 of this tariff. The Customer will also be responsible for payment of any reconnection charges.

The Company reserves the right to suspend or cancel without advance written notice and without any liability whatsoever, the provision of Toll-Free Service to any Toll-Free Service customer if the Company determines in its sole discretion that the customer is using the Toll-Free Service to make or permit any telephone facility under such customer's control to

be used for any purpose or activity, including, but not limited to, any obscene, indecent or harassing purpose or activity, prohibited by Section 223 of the Communications Act of 1934, as amended.

- G) Upon the Company's discontinuance of service to the Customer under Section 2.6.4(A) or 2.6.4(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
- H) The Customer is responsible for providing adequate access lines to enable the Company to terminate all Toll Free Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate Toll Free Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after 90 days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's Toll Free Service, with 30 days written notice.
- I) The Company, by written notice to the customer, may discontinue service to a Company Calling Card authorization code if that code has not been used for a period of 120 days.
- J) If a customer of Toll Free Service is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend service temporarily, and/or deny requests for additional service or if necessary, discontinue service. In case of disconnection, the customer will be notified in writing in advance of the disconnect.

2.6.5 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service.

2.6.6 Cancellation of Application for Service

- A) Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).
- C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes,

provision for return on investment, and any other costs associated with the special construction or arrangements.

D) The special charges described in Section 2.6.6(A) through Section 2.6.6(C) will be calculated and applied on a case-by-case basis.

2.6.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6.8 Service Rearrangements

- A) Any customer wishing to change the type of service arrangement provided is required to give the Company at least 45 days written notice. Such changes will only be effected on the first day of a monthly billing period.
- B) When, at the customer's request, the Company changes the customer's service type or operation mode and these changes require any facility or termination rearrangements by the Company the normal installation charge(s) for that which is rearranged will apply unless a specific charge exists elsewhere in this tariff.
- C) When the local access line and/or associated equipment is moved or rearranged at the customer's request, the normal local access line installation charges will apply.
- D) When the customer requests changes, additions, or deletions to optional features, the normal installation charge for the changed optional feature will apply.
- E) Change of Resp. Org.: If a Customer accumulates more than \$1,000.00 of undisputed delinquent Company Toll-Free Service charges, the Company Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.
- 2.6.9 When the state, any municipality, other political subdivision, local agency of government, or public utility commission imposes upon and collects from MCI Communications Services, Inc. a gross receipts tax, occupation tax, license tax, permit fee, franchise fee or assessment fee, such taxes and fees shall, insofar as practicable, be billed pro rata to the MCI Communications Services, Inc. customers receiving service within the territorial limits of the state municipality, other political subdivision, local agency of government, or public utility commission.

MCI will comply with the procedures outlined in Case No. 89-563-TP-COI 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 charge will be imposed will be filed with the PUCO.

State and Local Surcharge for Recovery of Public Utilities Commission Assessments: Beginning May 1, 2000, MCI customers in the state of Ohio will be charged a new line item surcharge equal to a percentage of their invoiced intrastate charges. This line item surcharge will continue to be billed to customers until modified or discontinued.

2.7.1 General

- A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff. As used in this tariff, all equipment, facilities and/or services for which the Company renders a bill for payment are considered provided by the Company whether or not the equipment, facilities and/or services are owned and operated by the Company.
- B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair; or when the Company has actual knowledge of the failure. An interruption period ends when the service, facility or circuit is operative, and an attempt has been made to notify the customer.
- C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

2.7.2 <u>Limitations of Allowances</u>

No credit allowance will be made for any interruption in service:

- Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C) Due to circumstances or causes beyond the control of the Company;
- D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions:
- E) During any period in which the Customer continues to use the service on an impaired basis:
- During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H) That was not reported to the Company within thirty (30) days of the date that service was affected.

2.7.3 Use of Another Means of Communications

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

2.7.4 Application of Credits for Interruptions in Service

- A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rate basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B) For calculating credit allowances, every month is considered to have thirty (30) days.
- C) A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.
- D) <u>Interruptions of 24 Hours or Less</u>

Length of Interruption	Interruption Period To Be Credited
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E) Continuous Interruption Over 24 Hours and Less Than 72 Hours.

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

F) Interruptions Over 72 Hours.

Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one month period.

2.7.4.1 As a result of network software deficiencies occurring in the August 1999 monthly billing period, Metro Frame Relay Service Customers whose Service was interrupted as a result of those deficiencies will receive a one-time Special Outage Credit equivalent to twenty days of tariffed Metro Frame Relay Service charges, after the application of all discounts for which the Customer is eligible. This Special Outage Credit will be in lieu of all other

credits to which the Customer is entitled, unless such other credits would yield a greater dollar credit to the Customer, in which case this Special Outage Credit will appear on Customer invoices issued on or after September 20, 1999 covering the August 1999 monthly billing period, and will appear in a form and format of the Company's choosing.

2.7.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

2.8 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1), the Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 <u>Termination Liability</u>

Customer's termination liability for cancellation of service shall be equal to:

- A) all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
- B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C) all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the <u>Wall Street Journal</u> on the third business day following the date of cancellation;
- D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

2.9 Customer Liability for Unauthorized Use of the Network

2.9.1 Unauthorized Use of the Network

- A) Unauthorized use of the network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the network, makes fraudulent use of the network to obtain the Company's services provided under this tariff, or uses specific services that are not authorized.
- B) The following activities constitute fraudulent use:
 - 1) Using the network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service:
 - Using or attempting to use the network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this tariff to any service components used to furnish the Company's services or using fraudulent means or

- devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices:
- 3) Toll Free Service callers using the network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
- 4) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- C) Customers are advised that use of telecommunications equipment and services, including that provided under this tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this tariff.

2.9.2 Liability for Unauthorized Use

- A) Except as provided for elsewhere in this tariff, the Customer is responsible for payment of all charges for services provided under this tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer provided equipment by Users or other third parties, the Customer's employees, or the public.
- B) The Customer is responsible for payment of all outbound call charges arising from the calls placed to a Customer's Toll Free Service number, whether or not calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.
- C) The Customer is liable for all costs incurred as a result of unauthorized use of the network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- D) The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the network.

2.9.3 Liability for Calling Card Fraud

- A) The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company Calling Card, provided that the unauthorized use occurs before the Company has been notified.
- B) The Customer must give the Company notice that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a written confirmation that unauthorized use of a Company Calling Card has occurred or may offer as a result of loss, theft or other reasons.
- C) The Company may, but is not required to, advise the customer of abnormal calling patterns or other possible unauthorized use of Company Calling Cards assigned to the customer. In addition, the Company may, but is not required to block calls on Company

Calling Card authorization codes which the Company believes to be unauthorized or fraudulent.

2.9.4 Liability for Credit Card Fraud

A) The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Credit Card, provided: (1) the Credit Card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified.

An <u>accepted credit card</u> is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- B) The liability of the Customer for unauthorized use of the network by Credit Card fraud will not exceed the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.
- C) The Customer must give the Company written notice that unauthorized use of a Credit Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a written confirmation that unauthorized use of a Credit Card has occurred or may occur as a result of loss, theft or other reasons.

2.10 <u>Use of Customer's Service by Others</u>

2.10.1 Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or Public Utilities Commission of Ohio (PUCO) regulations governing such resale or sharing. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.10.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

2.11 <u>Transfers and Assignments</u>

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

2.12 <u>Notices and Communications</u>

A) 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.

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

2.13 Operator Services Rules

2.13.1 The Company will enforce the following operator service rules:

A provider of intrastate operator assisted communications services must:

- A) identify itself at the time the end-user accesses its services;
- B) upon request, quote all rates and charges for its services to the end-user accessing its system;
- C) arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available to the endusers:
 - 1) the operator service provider's name and address;
 - bill and service dispute calling information including the operator service provider's dispute resolution phone number;
 - 3) clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and
 - 4) notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party which will appear on the operator service provider's bill for services rendered.
 - 5) For information or to lodge a complaint call toll-free 1-800-275-0200.
- D) in instances when the provider is unable to complete the call and it requires transfer to another telephone corporation which may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and
- E) in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

2.13.2 The Company will comply with the following provisions:

A) Providers of intrastate operator assisted communications services shall not take any action or enter into any arrangement which restricts end-user selection among competing interexchange telephone corporations or end users access to competing providers of intrastate operator assisted communications services, or pay any commissions or other compensation to any entity engaged in such action or arrangement.

2.13.3 Inmate Collect Only Service

A) General Regulations

Subject to other applicable provisions of this Tariff, inmate collect only service:

- Will be arranged for outward only calling;
- At the request of the facility, may be arranged to terminate calls after a certain amount of conversation time. The Company will not provide credit or equivalent service to the called or calling party for such calls;
- 3) Shall be arranged to block Directory Assistance calls;
- 4) Shall be arranged to allow only "0+" collect calls for local and long distance calls and to block all other calling including, but not limited to, local direct, credit card, third number, "1+" sent-paid, "0+" sent-paid, all "0-", 700, 800, 900, 976, 950, 911, and 10XXX;
- 5) At the request of the facility, may be arranged to limit individual inmate calls to approved telephone numbers;
- 6) At the request of the facility, may be arranged to block access to certain telephone numbers;
- 7) At the request of the facility, call detail information, such as date and time of call, duration of calls, and called and calling telephone numbers, may be furnished to the facility where prison authorities stipulate such information appropriate in preventing or identifying abuse or unlawful use of service and where the prison authorities stipulate that the provision of such information is not in violation of and federal, state or local laws, regulations or orders;
- 8) May be arranged to limit the number of calls or call attempts to any single telephone number.

At the request of the facility, the Company may provide inmates with the capability to make local calls to public defender telephone numbers at no charge.

At the request of the facility and where necessary to preserve the security and orderly management of the institution and to protect the public, monitoring equipment may be provided on coinless telephones on the premises of state and federal prisons subject to the following conditions:

- 1) The equipment is to be used exclusively for the purpose of monitoring outgoing, operator handled collect telephone calls made by inmates; and
- 2) The monitoring shall comply with all applicable federal and state laws concerning privacy, electronic surveillance, and eavesdropping.

2.14 Special Services

For purpose of this tariff, Special Service is deemed to be any request for service for which there is not a prescribed rate in this tariff.

A) Specific Regulations

- 1) If at the request of the customer, the carrier obtains facilities not normally used to provide service to its customers, the cost incurred will be billed as a Special Service.
- 2) If at the request of the customer, the carrier provides technical assistance not normally required to provide service, the costs involved will be billed as a Special Service.
- 3) Where special signalling, conditioning, and other such features are required to make customer-provided equipment efficient and compatible with the carrier service, the cost of these features will be billed as a Special Service.
- 4) Special Service charges may be equivalent to the estimated cost of furnishing any such service based upon charges applicable to the service provided including all relevant operating, maintenance and administrative expenses, the cost of providing necessary equipment and materials and all associated installation costs including engineering, labor, supervision and transportation.

B) Non-Routine Installation and/or Maintenance Charge

- When at the specific request of the customer, installation and/or routine maintenance is performed outside of the regular business hours, additional Special Service charges may apply. Special Service charges will be based upon the actual labor, material and other costs incurred by or billed to the carrier in the provision of these Special Services.
- 2) If installation and/or routine maintenance is performed during regular business hours and is extended beyond these normal business hours, at the request of the customer for completion of the task, and these circumstances are not the fault of the carrier, Special Service charges may apply. Such circumstances include but are not limited to, stand-by in excess of one hour, weekend, holiday, or night time cut-over, and additional installation testing in excess of the normal testing required to provide service.

2.16 Use of Service

2.16.1 Paper Invoices

For business Customers who receive notification that invoicing will change to E-Billing and who do not elect to use E-Billing, but continue to receive paper invoices, the following monthly recurring charge will apply per invoice based on the number of sheets in the paper invoice:

Monthly Recurring Charge

1-55 sheets of paper: \$5.00 56 or more sheets of paper: \$25.00

2.16.2 No Fault Found Dispatch Charge for Business Customers

The Customer is responsible for the payment of a No Fault Found Dispatch Charge for Business Customers when:

- requested by the Customer, maintenance personnel visit the Customer's premises, and
- as a result of the visit, the proper functioning of the MCI service is confirmed (i.e., the cause of the trouble condition was other than a malfunction of a MCI service or of MCI maintained equipment). This can include, but not be limited to, customer requested dispatches:
 - where the root cause of a trouble is proven to be within the scope of the customer's or customer's vendor-owned equipment not maintained by MCI;
 - where the root cause of a trouble has been proven to be within the scope of the customers or customer's vendor-owned inside wiring;
 - to provide MCI technical assistance to the customer or customer's vendor in performing specific testing to isolate a problem which has been proved off the MCI network and is not within any MCI contract supported area:
 - to provide MCI technical assistance to the customer or customer's vendor in isolating or repairing a fault or installation support for areas not within MCI contract supported equipment, network or services; and
 - in which the root cause of a trouble has been proven to be off the MCI network and is not within any MCI contract supported area and proves to be within the scope of the customer's or customer's vendor-owned network.

The charges are non-recurring, and are charged per visit as follows:

Normal Working Hours:

See Price List

Outside of Normal Working Hours:

Normal Working Hours are defined as Monday to Friday, 7am to 7pm in the time zone of the customer's location of the dispatch. If a visit begins and/or ends outside this period, it is considered Outside of Normal Working Hours.

Any dispatch that begins or ends from 12:01 am to 12:00 am the following day the time zone of the Customer's Premises on these holiday's will also be considered "Outside of Normal Working Hours":

New Year's Day Martin Luther King Jr. Day Presidents' Day Memorial Day Independence Day

Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

2.16.3 Telecommunications Service Priority (TSP)

The Telecommunications Service Priority (TSP) program is a federally-established program under which the Office of Priority Telecommunications in the Executive Office of the President prioritizes the restoration and provisioning of telecommunications services B including services to private companies and institutions -- that support national security or emergency preparedness (NS/EP). The FCC defines telecommunications services under the TSP program to include the sending and receiving of signals or most any kind, by virtually any means. NS/EP services are those used to maintain a state of readiness or to respond to and manage any event or crisis (local, national, or international) that causes or could cause injury or harm to the population, damage to or loss of property, or that degrades or threatens the NS/EP posture of the United States. For telecommunications services enrolled in the program, the Company will provision and restore TSP-coded circuits, and provide TSP Special Construction services, under the terms set forth in this TSP service product description, and

as required by the FCC=s TSP regulations (currently at 47 CFR Part 64, Subpart D, Appendix A), and other applicable law. TSP services are in two categories: Priority Provisioning (including Emergency Provisioning and Essential Provisioning) and Priority Restoration.

Customers are subjected to the features, rate and charges as described in the Company's "Service Publication and Price Guide" (The Guide), located on the Company's website at www.mci.com.

SECTION 3 - APPLICATION OF RATES

3.1 Flexible Pricing Plan

The rate ranges set forth in this tariff, where the symbol "Min/Max" appears, are filed under a flexible pricing plan which establishes a range of prices, accepted by the Public Service Commission, within which changes may be made upon one day's notice to the Commission and Customers. Rates and charges for services provided by the Company will range between the minimum ("Min") and maximum ("Max") rates. Current prices for all services will be specified in Section 9 of this tariff.

3.2 Charges Based on Duration of Use

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

- A) Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- B) Billable time for service is the duration of time between the called station answering and the called or calling station disconnecting, provided duration may be rounded in accordance with specific descriptions in this tariff. 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) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- D) All times refer to local time.

3.3 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 referenced in Bellcore's Local Exchange Routing Guide (LERG), 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). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated toll free service or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.
- 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; and 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).
- 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 next higher whole number if any fraction is obtained. This is the airline mileage.
- 7) Formula:

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

SECTION 4 - EXCHANGE ACCESS SERVICES

4.1 Service Areas

4.1.1 <u>Local Exchange Access Service Areas</u>

Exchange Access Services are provided (pursuant to Section 4.2) in limited geographic areas. Exchange Access Services bearing the following NPA-NXX designations are provided at the following locations and in the following areas:

	Geographic Areas In Which
NPA-NXX	Full Service Is Available
216-912	Cleveland*
330	Akron**
614	Columbus**
513	Dayton**
419	Toledo**
330	Youngstown**

- * Full service versions of the Company's Exchange Access Services will be provided to Customers, at Customer premises located in these areas pursuant to this or the Ameritech Ohio tariff, to the extent that: (a) the Company has in-place and available network facilities extending to such premises; or (b) the Customer's premises is served by an Ameritech Ohio wire center at which the Company maintains a collocation arrangement and is able to reasonably employ such arrangement to interconnect to unbundled exchange link facilities which the Company, in its sole discretion, judges to be of a type, grade, technical specification, quality and quantity sufficient to, and offered under conditions consistent with, the delivery of such services.
- ** Service is available through the resale of Ameritech Service.

4.1.2 Local Calling Areas

Geographically-defined Local Calling Areas are associated with each Exchange Access Service provided pursuant to Section 4.2. In addition to the Local Calling Areas listed below, the following exchanges have been aggregated to form local calling zones:

<u>Cleveland Metropolitan Exchanges (CME)</u>: The local calling area of the Cleveland Metropolitan Exchange Area consists of Aurora, Bainbridge, Brunswick, Burton, Chesterland, Cleveland Metro. Area., Columbia Station, East Claridon, Elyria, Grafton, Hinckley, Leroy, Montville, Newbury, North Eaton, Northfield, Perry, Richfield, Russell, Twinsburg, Valley City, Avon Lake

NPA-NXX	<u>Exchange</u>	Local Calling Area
216-912	Cleveland	All Exchanges of the CME
330	Akron	Respective Exchanges of Ameritech
614	Columbus	Respective Exchanges of Ameritech
513	Dayton	Respective Exchanges of Ameritech
419	Toledo	Respective Exchanges of Ameritech
330	Youngstown	Respective Exchanges of Ameritech

4.1.3 Local Exchange Boundaries

Traditional Ameritech-Ohio Exchanges:

Cleveland: 216-912

4.1.4 Exchange Rate Options

The rate options listed in Section 10 (Option 1, Option 2 and Option 3) pertain to geographical rate designations for specific exchanges. The option applicable in each exchange both facilities or resold is:

	Cleveland LATA		NPA: 216				
			Option				Option
216	205	Mentor	3	216	269	Willoughby	2
216	209	Mentor	3	216	271	Cleveland	2
216	221	Cleveland	1	216	281	Cleveland	1
216	222	Cleveland	1	216	283	Cleveland	1
216	226	Cleveland	1	216	289	Cleveland	2
216	227	Cleveland	1	216	291	Cleveland	2
216	228	Cleveland	1	216	292	Terrace	2
216	229	Cleveland	1	216	295	Cleveland	1
216	230	North Royalton	3	216	321	Cleveland	1
216	231	Cleveland	1	216	328	Independence	2
216	232	Bedford	3	216	331	Cleveland	2
216	234	Berea	2	216	333	Cleveland	2
216	235	Olmsted Falls	3	216	341	Cleveland	2
216	237	North Royalton	3	216	344	Cleveland	1
216	238	Strongsville	3	216	348	Cleveland	1
216	241	Cleveland	1	216	349	Chagrin Falls	3
216	243	Berea	2	216	350	Painesville	3
216	247	Chagrin Falls	3	216	351	Cleveland	2
216	248	Chagrin Falls	3	216	352	Painesville	3
216	249	Cleveland	1	216	354	Painesville	3
216	251	Cleveland	2	216	356	Cleveland	2
216	252	Cleveland	2	216	357	Painesville	3

216	254	Leroy	3	216	360	Terrace	2
216	255	Mentor	3	216	361	Cleveland	1
216	256	Kirkland	3	216	362	Cleveland	2
216	257	Mentor	3	216	363	Cleveland	1
216	261	Cleveland	2	216	368	Cleveland	1
216	265	Cleveland	2	216	371	Cleveland	1
216	266	Cleveland	2	216	378	Terrace	2
216	267	Cleveland	2	216	381	Cleveland	2
216	268	Cleveland	_ 1	216	382	Cleveland	2
216	383	Cleveland	2	216	485	Cleveland	2
							2
216	391	Cleveland	1	216	486	Cleveland	
216	397	Cleveland	1	216	491	Cleveland	1
216	398	Cleveland	2	216	498	Chagrin Falls	3
216	420	Cleveland	1	216	514	Terrace	2
216	421	Cleveland	1	216	515	Cleveland	1
216	423	Gates Mills	3	216	516	Wickliffe	2
216	429	Cleveland	2	216	518	Montrose	2
216	431	Cleveland	_ 1	216	519	Chagrin Falls	3
216	432	Cleveland	1	216	520	Independence	2
	433		2	216	521	Cleveland	
216		Cleveland					1
216	436	Cleveland	1	216	522	Cleveland	1
216	439	Bedford	3	216	523	Cleveland	1
216	441	Cleveland	2	216	524	Independence	2
216	442	Hillcrest	2	216	526	Brecksville	3
216	443	Cleveland	1	216	529	Cleveland	1
216	444	Cleveland	1	216	531	Cleveland	2
216	445	Cleveland	1	216	541	Cleveland	1
216	446	Hillcrest	2	216	546	Brecksville	3
216	447		2	216	556	Cleveland	1
		Independence					
216	449	Hillcrest	2	216	561	Cleveland	1
216	451	Cleveland	1	216	566	Cleveland	1
216	459	Cleveland	2	216	572	Strongsville	3
216	460	Hillcrest	2	216	573	Independence	2
216	461	Hillcrest	2	216	574	Cleveland	1
216	464	Terrace	2	216	575	Cleveland	1
216	473	Hillcrest	2	216	578	Cleveland	1
216	475	Montrose	2	216	579	Cleveland	1
216	476	Cleveland	2	216	581	Montrose	2
216	479	Cleveland	1	216	582	North Royalton	3
216	481			216			1
		Cleveland	2 2		583	Cleveland	
216	585	Wickliffe		216	689	Cleveland	1
216	586	Cleveland	1	216	690	Terrace	2
216	587	Montrose	2	216	691	Cleveland	2
216	589	Cleveland	1	216	692	Cleveland	2
216	590	Terrace	2	216	694	Cleveland	1
216	591	Terrace	2	216	696	Cleveland	1
216	595	Terrace	2	216	716	Trinity	2
216	603	Hillcrest	2	216	717	Brecksville	3
216	604	Hillcrest	2	216	721	Cleveland	1
			2				
216	605	Hillcrest		216	728	Cleveland	1
216	615	Cleveland	1	216	729	Chesterland	3
216	619	Cleveland	1	216	731	Cleveland	2
216	621	Cleveland	1	216	732	Cleveland	2
216	622	Cleveland	1	216	734	Trinity	2

216	623	Cleveland	1	216	735	Bedford	3
216	624	Cleveland	1	216	736	Cleveland	1
216	631	Cleveland	1	216	737	Cleveland	1
216	634	Cleveland	1	216	738	Cleveland	2
216	639	Painesville	3	216	739	Cleveland	2
216	641	Cleveland	2	216	741	Cleveland	2
216	642	Independence	2	216	749	Cleveland	2
216	646	Hillcrest	2	216	751	Cleveland	1
216	651	Cleveland	1	216	751 752		1
						Cleveland	-
216	661	Cleveland	2	216	754 764	Cleveland	1
216	662	Montrose	2	216	761	Cleveland	1
216	663	Montrose	2	216	765	Terrace	2
216	664	Cleveland	1	216	766	Terrace	2
216	671	Cleveland	2	216	771	Cleveland	1
216	676	Cleveland	2	216	772	Cleveland	1
216	681	Cleveland	1	216	777	Trinity	2
216	687	Cleveland	1	216	778	Cleveland	2
216	779	Trinity	2	216	889	Cleveland	2
216	781	Cleveland	1	216	891	Berea	2
216	786	Bedford	3	216	892	Trinity	2
216	787	Cleveland	1	216	895	Cleveland	2
216	791	Cleveland	1	216	899	Trinity	2
216	795	Cleveland	1	216	901	Independence	2
216	808	Trinity	2	216	902	Cleveland	1
216	813	Cleveland	2	216	918	Willoughby	2
216	816	Berea	2	216	921	Cleveland	1
216	822	Cleveland	1	216	931	Cleveland	1
216	826	Berea	2	216	932	Cleveland	1
216	828	Cleveland	1	216	939	Cleveland	1
216	831	Terrace	2	216	941	Cleveland	2
216	834	Burton	3	216	942	Willoughby	2
216	835	Trinity	2	216	943	Wickliffe	2
216	838	Brecksville	3	216	944	Wickliffe	2
216	842	Victory	2	216	946	Willoughby	2
216	843	-	2	216	951	• •	2
	844	Victory	1			Willoughby	2
216		Cleveland	2	216	953	Willoughby	2
216	845	Victory		216	954	Willoughby	
216	846	Strongsville	3	216	961	Cleveland	1
216	851	Cleveland	1	216	962	Trinity	2
216	861	Cleveland	1	216	974	Mentor	3
216	871	Trinity	2	216	975	Willoughby	2
216	880	Terrace	2	216	976	Cleveland	1
216	881	Cleveland	1	216	977	Cleveland	2
216	883	Cleveland	2	216	979	Trinity	2
216	884	Victory	2	216	983	Cleveland	1
216	885	Victory	2	216	987	Cleveland	1
216	886	Victory	2	216	991	Cleveland	1
216	887	Victory	2	216	999	Cleveland	1
216	888	Victory	2				

Akron LATA NPA: 330

Option Option

330	208	Akron	1	330	490	North Canton	3
330	253	Akron	1	330	492	Canton	3
330	258	Akron	1	330	493	Canton	3
330	274		3	330	494		3
		Mantua				North Canton	
330	296	Ravenna	3	330	495	Canton	3
330	297	Ravenna	3	330	497	North Canton	3
330	305	North Canton	3	330	499	North Canton	3
330	325	Rootstown	3	330	515	Akron	1
330	370	Akron	3	330	535	Akron	1
330	374	Akron	1	330	580	Canton	3
330	375	Akron	1	330	588	Canton	3
330	376	Akron	1	330	615	Akron	1
330	379	Akron	1	330	626	Kent	3
330	384	Akron	1	330	628	Mogadore	3
330	430	Canton	3	330	630	Akron	3
							2
330	434	Akron	1	330	633	Akron	3
330	438	Canton	3	330	643	Akron	1
330	450	Canton	3	330	644	Akron	3
330	452	Canton	3	330	645	Akron	3
330	453	Canton	3	330	649	Canton	3
330	454	Canton	3	330	672	Kent	3
330	455	Canton	3	330	673	Kent	3
330	456	Canton	3	330	676	Kent	3
330	458	Canton	3	330	677	Kent	3
330	471	Canton	3	330	678	Kent	3
330	477	Canton	3	330	686	Akron	2
330	478	Canton	3	330	688	Akron	2
330	479	Canton	3	330	699	Uniontown	3
330	484	Canton	3	330	706	Akron	3
330	488	Canton	3	330	724	Akron	2
330	489	Canton	3	330	733	Akron	2
330	745	Akron	3	330	866	Magnolia-Waynes	3
330	753	Akron	3	330	867	Akron	2
330	762	Akron	1	330	869	Akron	2
330	773	Akron	2	330	873	Akron	2
330	784	Akron	2	330	875	Louisville	3
330	785	Akron	2	330	877	Hartville	3
330	794	Akron	2	330	879	Navarre	3
330	796	Akron	2	330	882	Manchester	3
330	798	Akron	2	330	896	Greensburg	3
330	821	Alliance	3	330	916	Akron	2
330	823		3	330	920		2
		Alliance				Akron	2
330	825	Akron	3	330	922	Akron	2
330	828	Dalton	3	330	923	Akron	2
330	829	Alliance	3	330	928	Akron	2
330	830	Massillon	3	330	929	Akron	2
330	832	Massillon	3	330	935	Marlboro	3
330	833	Massillon	3	330	938	Sebring	3
							0
330	836	Akron	2	330	940	Akron	2
330	837	Massillon	3	330	945	Akron	2
330	848	Akron	3	330	947	Atwater	3
330	849	Akron	1	330	966	North Canton	3
330	854	Canal Fulton	3	330	971	Akron	2
330	860	Akron	3	330	972	Akron	1
550	000	AUSTOTT	J	550	J12	AMOH	'

330	864	Akron	2	330	996	Akron	1
	Colum	nbus LATA	NPA: 614				
			Option				Option
614	213	Worthington	2	614	256	Guyan	3
614	217	Columbus	1	614	257	Columbus	2
614	220	Columbus	1	614	258	Columbus	2
614	221	Columbus	1	614	261	Columbus	2
614	222	Columbus	1	614	262	Columbus	2
614	223	Columbus	1	614	263	Columbus	2
614	224	Columbus	1	614	264	Steubenville	3
614	225	Columbus	1	614	265	Columbus	2
614	227	Columbus	1	614	266	Columbus	3
614	228	Columbus	1	614	267	Columbus	2
614	229	Columbus	1	614	268	Columbus	2
614	231	Columbus	2	614	270	Columbus	2
614	234	Columbus	1	614	271	Columbus	2
614	235	Columbus	2	614	272	Columbus	2
614	236	Columbus	2	614	274	Columbus	2
614	237	Columbus	2	614	275	Columbus	2
614	238	Columbus	2	614	276	Columbus	2
614	239	Columbus	2	614	278	Columbus	2
614	240	Columbus	1	614	279	Columbus	2
614	241	Columbus	1	614	280	Columbus	1
614	242	Columbus	1	614	281	Columbus	1
614	243	Columbus	1	614	282	Steubenville	3
614	244	Columbus	1	614	283	Steubenville	3
614	245	Rio Grande	3	614	284	Steubenville	3
614	246	Thornville	3	614	291	Columbus	2
614	248	Columbus	1	614	292	Columbus	2
614	249	Columbus	1	614	293	Columbus	2
614	251	Columbus	2	614	294	Columbus	2
614	252	Columbus	2	614	295	Coshocton	3
614	253	Columbus	2	614	297	Columbus	2
614	254	Gnadenhutten	3	614	298	Columbus	2
614	299	Columbus	2	614	437	Bloomingburg	3
614	308	Columbus	2	614	438	Worthington	2
614	333	Washington CH	3	614	441	Gallipolis	3
614	335	Washington CH	3	614	442	Columbus	2
614	337	Gahanna	2	614	443	Columbus	2
614	338	Columbus	2	614	444	Columbus	2
614	341	Columbus	1	614	445	Columbus	2
614	342	New Lexington	3	614	446	Gallipolis	3
614	347	Corning	3	614	447	Columbus	2
614	351	Columbus	2	614	449	Columbus	2
614	365	Columbus	1	614	450	Zanesville	3
614	367	Cheshire	3	614	451	Columbus	2
614	373	Marietta	3	614	452	Zanesville	3
614	374	Marietta	3	614	453	Zanesville	3
614	376	Marietta	3	614	454	Zanesville	3 3
614	377	Ironton	3	614	455	Zanesville	3
614	379	Walnut	3	614	457	Columbus	2

614	388	Vinton	3	614	458	Clarington	3
614	394	Shawnee	3	614	459	Columbus	2
614	414	Gahanna	2	614	460	Cloumbus	1
614	418	Gahanna	2	614	461	Columbus	1
614	421	Columbus	2	614	462	Columbus	1
614	423	Columbus	3	614	463	Columbus	1
614	424	Columbus	2	614	464	Columbus	1
614	425	Barnesville	3	614	466	Columbus	1
614	426	Jeffersonville	3	614	469	Columbus	1
614	429	Columbus	2	614	470	Gahanna	2
614	430	Columbus	1	614	471	Gahanna	2
614	431	Worthington	2	614	472	Woodsfield	3
614	433	Worthington	2	614	473	Newport	3
614	436	Worthington	2	614	475	Gahanna	2
614	476	Gahanna	2	614	586	Zanesville	3
614	478	Gahanna	2	614	621	Columbus	1
614	479	Gahanna	2	614	622	Coshocton	3
614	480	Columbus	1	614	623	Coshocton	3
614	481	Columbus	2	614	624	Columbus	1
614	483	Duffy	3	614	627	Columbus	1
614	484	Bethesda	3	614	628	Columbus	1
614	486	Columbus	2	614	629	Columbus	1
614	487	Columbus	2	614	633	Martins Ferry-Br	3
614	488	Columbus	2	614	635	Martins Ferry-Br	3
614	491	Locksbourne	3	614	636	Washington CH	3
614	492	Locksbourne	3	614	643	Arabia	3
614	495	New Holland	3	614	644	Columbus	1
614	497	Lockbourne	3	614	645	Columbus	1
614	498	Newcomerstown	3	614	653	Lancaster	3
614	523	Westerville	2	614	654	Lancaster	3
614	527	Hilliard	3	614	659	Glensford	3
614	529	Hilliard	3	614	671	Bellaire	3
614	532	Ironton	3	614	674	Philo	3
614	533	Ironton	3	614	676	Bellaire	3
614	534	Ironton	3	614	677	Columbus	1
614	535	Mingo Junction	3	614	681	Lancaster	3
614	536	Rushville	3	614	687	Lancaster	3
614	537	Toronto	3	614	688	Columbus	1
614	538	Columbus	2	614	689	Lancaster	3
614	539	Grove City	3	614	692	Columbus	2
614	545	West Lafayette	3	614	693	Columbus	2
614	566	Columbus	1	614	695	St. Clairsville	3
614	567	Lewisville	3	614	697	Roseville	3
614	575	Reynoldsburg	2	614	699	St. Clairsville	3
614	577	Reynoldsburg	2	614	717	Dublin	2
614	718	Dublin	2	614	793	Dublin	2
614	719	Columbus	1	614	794	Westerville	2
614	722	Columbus	1	614	798	Dublin	2
614	723	Columbus	1	614	799	Dublin	2
614	724	Columbus	1	614	818	Westerville	2
614	728	Columbus	1	614	821	Columbus	1
614	743	Somerset	3	614	823	Westerville	2
614	746	Sugar Grove	3	614	825	Westerville	2
614	751	Reynoldsburg	2	614	829	Conesville	3
017	701	rregitolusbulg	_	014	023	COLICAVIIIC	3

614	752	Columbus	1	614	833	Canal Winchester	3
614	753	Nelsonville	3	614	834	Groveport	3
614	754	Dresden	3	614	835	Groveport	3
614	755	Reynoldsburg	2	614	836	Groveport	3
614	756	Carroll	3	614	837	Canal Winchester	3
614	757	Somerton	3	614	840	Worthington	2
614	759	Reynolsburg	2	614	841	Worthington	2
614	760	Dublin	2	614	842	Worthington	2
614	761	Dublin	2	614	844	Worthington	2
614	762	Murray City	3	614	846	Worthington	2
614	764	Dublin	2	614	847	Worthington	2
614	766	Dublin	2	614	848	Worthington	2
614	771	Hilliard	3	614	849	Fultonham	3
614	777	Hilliard	3	614	850	Hilliard	3
614	780	Worthington	2	614	851	Alton	3
614	781	Worthington	2	614	852	London	3
614	784	Columbus	2	614	853	Alton	3
614	785	Worthington	2	614	854	Worthington	2
614	786	Worthington	2	614	855	New Albany	3
614	790	Dublin	2	614	860	Reynoldsburg	2
614	791	Dublin	2	614	861	Reynoldsburg	2
614	792	Dublin	2	614	863	Reynoldsburg	2
614	864	Reynoldsburg	2	614	885	Worthington	2
614	865	New Matamoras	3	614	888	Worthington	2
614	866	Reynoldsburg	2	614	889	Dublin	2
614	868	Reynoldsburg	2	614	890	Westerville	2
614	870	Alton	3	614	891	Westerville	2
614	871	Grove City	3	614	895	Westerville	2
614	872	Norwich	3	614	898	Westerville	2
614	874	Sedalia	3	614	899	Westerville	3
614	875	Grove City	3	614	922	Uhrichsville	3
614	876	Hilliard	3	614	926	Beallsville	3
614	877	Harrisburg	3	614	934	Graysville	3
614	878	Alton	3	614	939	New Albany	3
614	879	West Jefferson	3	614	948	Milledgeville	3
614	880	Worthington	2	614	976	Columbus	3
614	882	Westerville	2	014	310	Colultibus	3
017	002	V V COLGI VIIIG	2				

Dayton LATA NPA: 513

			Option				Option
513	208	Dayton	1	513	298	Dayton	2
513	220	Dayton	1	513	299	Dayton	2
513	222	Dayton	1	513	320	Beavercreek	3
513	223	Dayton	1	513	322	Springfield	3
513	224	Dayton	1	513	323	Springfield	3
513	225	Dayton	1	513	324	Springfield	3
513	226	Dayton	1	513	325	Springfield	3
513	227	Dayton	1	513	327	Springfield	3
513	228	Dayton	1	513	328	Springfield	3
513	229	Dayton	1	513	331	Dayton	1
513	233	Dayton	3	513	341	Dayton	1
513	234	Dayton	1	513	342	Springfield	3

513	235	Dayton	3	513	356	Dayton	1
513	236	Dayton	3	513	365	Rainsboro	3
513	237	Dayton	3	513	368	Fletcher-Lena	3
513	252	Dayton	2	513	372	Xenia	3
513	253	Dayton	2	513	374	Xenia	3
513	254	Dayton	2	513	376	Xenia	3
513	255	Dayton	2	513	374	Miamisburg-WCr	3
513	256	Dayton	2	513	390	Springfield	3
513	257	Dayton	2	513	392	Ripley	3
513	258	Dayton	2	513	393	Hillsboro	3
513	259	Dayton	2	513	399	Springfield	3
513	262	Dayton	2	513	420	Middletown	3
513	263	Dayton	2	513	422	Middletown	3
513	264	Vandalia	3	513	423	Middletown	2
513	265	Pitchin	3	513	424	Middletown	2
513	267	Dayton	2	513	424 425	Middletown	3
513	268	Dayton	2	513	426	Beavercreek	3
513	274	Dayton	2	513	431	Beavercreek	3
513	274 275	-	2	513	433	Dayton	2
513	276	Dayton	2	513	434	Dayton	2
513	277	Dayton	2	513	435	Dayton	2
513	278	Dayton	2	513	436	Dayton	2
513	279	Dayton	2	513	438	•	2
513		Dayton	1	513	439	Dayton	2
513	285 288	Dayton	3	513	439 443	Dayton	1
513	290	Danville	2	513	445 445	Dayton	
513		Dayton	2	513	449	Dayton	1
513	291 293	Dayton	2	513	449 453	Dayton Bowersville	1 3
513	293 294	Dayton	2	513	453 454	Vandalia	3
513		Dayton	2	513	454 455		3 1
513	296 297	Dayton	2	513	455 457	Dayton	
513	461	Dayton	1	513	754	Dayton Fairborn	1 3
513	462	Dayton	3	513	754 764	Belfast	3
513	463	South Charleston	3 1	513	764 766	Cedarville	3
513	466	Dayton Marshall	3	513	767		3
513	476		2	513	707 773	Yelllow Spr-Cli	3
513	485	Dayton	1	513	775	Piqua Fairborn	3
513	495	Dayton	1	513	773 778		3
513	495 496	Dayton	1			Piqua Abordoon	
513	499	Dayton Dayton	2	513 513	795 845	Aberdeen New Carlisle	3 3
513	525	Springfield	3	513	846	New Carlisle	3
513	534	Dayton	2	513	847	Miamisburg-W Ca	3
513	539	Monroe	3	513	848	Bellbrook	3
513	568	South Vienna	3	513	849	Medway	3
513	586		1	513	857	Christiansburg	3
513	630	Dayton	1	513	859	Miamisburg-W Ca	3
513	640	Dayton		513	862	_	ა 2
513	643	Dayton	1 2	513	864	Spring Valley Enon	3 3 3
513	656	Dayton	2	513	865	Miamisburg-W Ca	ა 2
		Dayton	3			· ·	
513 513	675	Jamestown Winchester	3	513 513	866 873	Miamisburg-W Ca Fairborn	3 3
513 513	695 727	Middletown	3	513	873 878	Fairborn Fairborn	3
513	743	Franklin	3	513	879	Fairborn	3
			3				3
513	746	Franklin	3	513	882	Donnelsville	3

419 240 Toledo 1 419 448 Tiffin 3 419 241 Toledo 1 419 464 Toledo 2 419 242 Toledo 1 419 470 Toledo 2 419 243 Toledo 1 419 471 Toledo 2 419 244 Toledo 1 419 472 Toledo 2 419 245 Toledo 1 419 472 Toledo 2 419 246 Toledo 1 419 475 Toledo 2 419 247 Toledo 1 419 475 Toledo 2 419 248 Toledo 1 419 476 Toledo 2 419 248 Toledo 1 419 476 Toledo 2 419 249 Toledo 1 419 476 Toledo 2 419 251 Toledo 1 419 477 <	513	748	Franklin	3	513 513 513 513 513 513 513 513	883 885 890 898 927 964 969 976 988	South Solon Centerville Vandalia Vandalia Sugar Tree Ridge North Hampton Tremont City Dayton Trenton	3 3 3 3 3 3 1
419 240 Toledo 1 419 448 Tiffin 3 419 241 Toledo 1 419 464 Toledo 2 419 242 Toledo 1 419 470 Toledo 2 419 243 Toledo 1 419 471 Toledo 2 419 244 Toledo 1 419 472 Toledo 2 419 245 Toledo 1 419 472 Toledo 2 419 246 Toledo 1 419 475 Toledo 2 419 247 Toledo 1 419 475 Toledo 2 419 248 Toledo 1 419 476 Toledo 2 419 248 Toledo 1 419 476 Toledo 2 419 249 Toledo 1 419 476 Toledo 2 419 251 Toledo 1 419 477 <		loled	OLATA	NPA: 419				
419 241 Toledo 1 419 464 Toledo 2 419 242 Toledo 1 419 470 Toledo 2 419 243 Toledo 1 419 471 Toledo 2 419 244 Toledo 1 419 472 Toledo 2 419 245 Toledo 1 419 473 Toledo 2 419 245 Toledo 1 419 474 Toledo 2 419 246 Toledo 1 419 474 Toledo 2 419 247 Toledo 1 419 475 Toledo 2 419 248 Toledo 1 419 476 Toledo 2 419 249 Toledo 1 419 478 Toledo 2 419 251 Toledo 1 419 479 Toledo 2 419 252 Toledo 1 419 436 <				Option				Option
419 423 Findlay 3 419 726 Toledo 2 419 424 Findlay 3 419 727 Toledo 2 419 425 Findlay 3 419 729 Toledo 2 419 427 Findlay 3 419 861 Holland 3 419 435 Fostori 3 419 865 Holland 3	419 419 419 419 419 419 419 419 419 419	241 242 243 244 245 246 247 248 249 251 252 254 255 259 269 291 292 294 322 325 327 332 334 355 359 381 382 385 386 389 420 421 422 423 424 425 427	Toledo	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 2	419 419 419 419 419 419 419 419 419 419	464 470 471 472 473 474 475 476 478 479 486 530 531 534 535 536 537 539 578 595 621 624 625 626 627 661 665 666 684 691 693 697 698 726 727 729 861	Toledo Castalia Toledo Toledo Toledo Castalia Toledo	3 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 3

419 419 419	442 443 447	Toledo Tiffin Tiffin	1 3 3	419 419 419 419 419 419 419 419 419	867 868 872 874 877 891 893 897 936 976	Holland Holland Perrysburg Perrysburg Whitehouse Maumee Maumee Maumee Toledo Toledo	3 3 3 3 3 3 1 1
	Youngstown LATA		NPA: 330				
			Option				Option
330 330 330 330 330 330 330 330 330 330	227 270 332 337 385 386 424 426 427 448 457 480 482 505 530 532 533 534 536 538	Rogers Youngstown Salem Salem East Liverpool East Liverpool Lisbon East Palestine Leetonia Sharon New Waterford Youngstown Columbiana Girard Girard Wellsville Canfield Hubbard Lowellvile North Jackson	3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	330 330 330 330 330 330 330 330 330 330	629 652 679 702 707 726 740 742 743 744 746 747 750 755 757 758 759 782 783 788	Youngstown Niles Salineville Canfield Youngstown	3 3 3 3 3 2 2 2 2 2 2 2 2 2 3 3 3 3 3 2 2 2 2 2 3 3 3 3 3 3 3 3 2 2 2 3
330 330 330 330	539 542 544 545	Girard North Lima Niles Girard	3 3 3 3	330 330 330 330	792 793 797 799	Youngstown Youngstown Youngstown Youngstown	3 3 3 3
330 330	549 568	North Lima Hubbard	3	330	965	Youngstown	3

4.2 <u>Exchange Access Service</u>

4.2.1 <u>Description</u>

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) access other services offered by the Company as set forth in this tariff;
- C) access certain interstate and international calling services provided by the Company;

- D) access (at no additional charge) the Company's operators and business office for service related assistance;
- E) access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- F) 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.
- G) Exchange Access Service cannot be used to originate calls to other telephone companies' caller-paid information services (e.g., NPA 900, NXX 970, 540, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked. Calls to numbers "NXX 976" will also be blocked unless otherwise specified by the Customer at the time service is ordered. Should a customer request unblocking for access to the "NXX 976" caller-paid information service, the Company will bill and collect on behalf of the telephone companies' information provider holding the customer fully liable for all charges incurred for use of the information provider's service.

Each Local Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the customer's premise.

The following Exchange Access Services are offered:

Single Line Service Multi Line Service Basic Trunk Service DID Trunk Service Intelenet Full Service T-1 Inteletrex Service

4.2.2 Single Line Service

A) Description

Single Line Service provides a Business or Residential Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Single Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Single Line may be configured into a hunt group with other Company-provided Single Lines. Each Single Line is provided with the following standard features which can be deleted at the Customer's option:

Standard Features
Discreet Number available
Assume Dial "9"
Touch Tone
Caller ID Blocking
(Selective)

Features available upon request Universal Call Distribution (UCD) Call Forward Variable Caller ID Blocking (Complete) Call Hunting (Choice of Rotary, Sequential, Circular)

B) Rates

Non-recurring and monthly recurring rates per Single Line apply as follows:

Non Monthly Recurring Recurring

Per Line See Rate Schedule

Central Office Termination

Subscriber Line Charge Per Access Line

Service Order Charge

C) Optional Features

The following is a list of Optional Features available with Single Line Service.

Non Monthly
Recurring Recurring
See Rate Schedule

Call Forward Busy

Call Forward Don't Answer

Call Transfer #

Call Waiting/Cancel Call Waiting

Distinctive Ringing

Hotline

Long Distance Only Account Codes

Verified

Unverified

Message Waiting Indication

Selective Call Rejection

Speed Dialing

8 Codes

30 Codes

Three Way Conference Calling #

Toll Restriction

Warmline

2)

Call Transfer and Three Way Conference Calling cannot be on the same line together.

D) Single Line Feature Packages

Single Line Feature Pack I and Feature Pack II provide a complement of electronic central office features that enable convenient calling capabilities.

1) Feature Pack I

Feature Pack I provides the following features:

Call Transfer of Three-Way conference Calling Call Forward Busy Call Forward Don't Answer Message Waiting Indication Speed Dialing - 8 Codes

Non-recurring and monthly recurring rates apply as follows:

Non-Recurring
See Rate Schedule

Monthly Recurring

Feature Pack II

Feature Pack II provides the following features:

All Features from Feature Pack I, plus Distinctive Ringing Speed Dialing - 30 Codes Toll Restriction

Non-recurring and monthly recurring rates apply as follows:

Non-Recurring
See Rate Schedule

Monthly Recurring

4.2.3 Multi Line Service

A) Description

Multi Line Service provides a Business Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Multi Lines are provided for connection of Customer-provided Multi systems to the public switched telecommunications network. Each Multi Line is provided with the following standard features which can be deleted at the Customer's option:

Standard Features

Touch Tone

Caller ID Blocking

(Selective) Assume Dial "9" Call Forward Variable

Caller ID Blocking (Complete)

Features available upon request

Call Hunting (choice of Rotary, Sequential,

Circular)

Universal Call Distribution (UCD)

Call Forwarding Busy

Call Forwarding Don't Answer

B) Rates

Non-recurring and monthly recurring rates per Multi Line apply as follows:

Non

Recurring

Monthly

Recurring

Per Line

See Rate Schedule

Central Office Termination

Subscriber Line Charge Per Access Line

Service Order Charge

C) Optional Features

The following is a list of Optional Features available with Multi Line Service.

Non

Monthly Recurring

Recurring

See Rate Schedule

Group Speed Dialing Long Distance Only -Account Codes Verified Unverified

Toll Restriction

4.2.4 Basic Trunk Service

A) Description

Basic Trunk Service provides a Business Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. The following standard features are available with this service:

Standard Features
Touch Tone
Caller ID Blocking
(Selective)
Call Forwarding - Variable

Features available upon request
Caller ID Blocking (Complete
Call Hunting (choice of Rotary
Sequential, Circular)

. .

B) Rates

Non-recurring and monthly recurring rates for Basic Trunk Service apply as follows:

Non
Recurring
See Rate Schedule

Monthly Recurring

Per Trunk:

Central Office Termination Per Lines

Subscriber Line Charge Per Access Line

Service Order Charge

4.2.5 DID Trunk Service

A) Description

DID Trunk Service provides a Business Customer with a single, voice-grade telephonic communications channel which can be used to receive incoming calls one call at a time. DID Trunk Service transmits the dialed digits for all incoming calls allowing the customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID number blocks apply in addition to the DID Trunk charges listed below.

B) Rates

Non-recurring and monthly recurring rates per DID Trunk apply as follows:

Non Monthly

<u>Recurring</u>
See Rate Schedule

Per Trunk

i irunk see Raid

4.2.6 Intelenet Full Service T-1

A) <u>Description</u>

Intelenet Full Service T-1 provides a Business Customer with a digital connection operating at 1.544 Mbps which is time division multiplexed into 24 individual voice-grade telephonic communications channels, each of which can be used to place or receive one call at a time. Digital Trunks are provided for connection of compatible Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Digital Trunk is provided with dual tone multi-frequency (DTMF) or multi-frequency (MF) signaling, as specified by the Customer. Digital Trunks may be configured into hunt groups with other Company-provided Digital Trunks. The terminal interface for each Digital Trunk Service is a DSX-1 panel.

B) Rates

Non-recurring and monthly recurring rates per Digital Trunk per point, apply as follows:

Non Monthly Recurring Recurring

See Rate Schedule Per T-1

Port Element: DID/DOD Per Channel

Link and Port:

4.2.7 Inteletrex Service

A) Description

Inteletrex Service provides a Business Customer with multiple individual voice grade telephone communications channels, each of which can be used to place or receive one call at a time. Inteletrex Station Lines are provided for connection of Inteletrex-compatible Customer-provided station sets to the public switched telecommunications network. Inteletrex Service standard and optional features are described in the Definitions Section of this tariff. Inteletrex Service is provided with a minimum of five Inteletrex Station Lines. Each Inteletrex Station Line is provided in combination with other Company provided services. Inteletrex Services are offered as Inteletrex Basic and Inteletrex Select. The standard features are as follows:

Standard Features Features available upon request Touch Tone Caller ID Blocking (Complete)

Caller ID Blocking Call Forward Busy

(Selective) Call Forward Don't Answer Discreet Number Available Call Forwarding Variable Assume Dial "9" Message Waiting Indication

> Universal Call Distribution (UCD) Call Hunting (choice of Rotary

Sequential, Circular)

Some features may not be available in all locations.

B) Station Line Charges

Inteletrex Station Lines are assessed with a non-recurring installation charge per line, with each subsequent line receiving a discounted installation charge. Also, monthly recurring charges are assessed on a per line basis.

> Non Monthly Recurring Recurring

Per Line See Rate Schedule

Central Office Termination Per Line

Subscriber Line Charge

Per Access Line

Service Order Charge

C) <u>Usage Charges</u>

Local usage charges for measured service calls are as follows.

Local Service Rates

Refer to the Rate Schedule located in Section 4.5.

IntraLATA Toll Service Rates

Refer to the Rate Schedule located in Section 4.5.

D) Optional Features

The following is a list of Optional Features available with Inteletrex Line Service.

Non-Recurring Monthly
See Rate Schedule

Call Hold

Call Forward Busy

Call Forward Don't Answer

Call Transfer*

Call Park

Call Waiting/Cancel Call Wait

Distinctive Ringing

Directed Call Pick-up

Hotline

Long Distance Only Account Codes

Verified

Unverified

Group Call Pick-up

Message Waiting Indication

Selective Call Rejection

Speed Dialing

8 Codes

30 Codes

Group Speed Dialing

Intercom (Extension) Dialing

3-Way Conference Calling*

Toll Restriction

Warmline

^{*} Call Transfer and 3-Way Conference Calling cannot be on the same line together.

E) <u>Inteletrex Line Feature Packages</u>

Inteletrex Line Feature Pack I and Feature Pack II provide a complement of electronic central office features that enable convenient calling capabilities.

1) Feature Pack I

Feature Pack I provides the following features:

Call Hold
Call Transfer or Three-Way conference Calling
Call Waiting/Cancel Call Waiting
Intercom (Extension) Dialing
Speed Dialing - 8 Codes

Non-recurring and monthly recurring rates apply as follows:

Non-Recurring Monthly Recurring
See Rate Schedule

2) Feature Pack II

Feature Pack II provides the following features:

All Features from Feature Pack I, plus Distinctive Ringing Group Speed Dialing Speed Dialing - 30 Codes Toll Restriction

Non-recurring and monthly recurring rates apply as follows:

Non-Recurring Monthly Recurring
See Rate Schedule

4.3 <u>Exchange Access Optional Features</u>

4.3.1 Directory Listings

A) Description

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number* in the directory(ies) published by the dominant Local Exchange Carrier. In addition, the Company will offer non-published numbers to the Customer. At a Customer's option, the Company will arrange for additional listings and/or non-published numbers at the following rates:

* For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise.

B) Rates

Non Monthly Recurring Recurring

Each Additional Listing:

See Rate Schedule

Non-published Numbers:

4.3.2 <u>Direct Inward Dial (DID) Service</u>

A) <u>Description</u>

DID service is an optional feature which can be purchased in conjunction with Company-provided DID Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID number blocks apply in addition to charges specified for DID Trunks or Digital Trunks in Sections 4.2.5 and 4.2.6, respectively.

Customer is required to purchase at least one DID number block for each DID-equipped trunk or trunk group, or DID-equipped channel or channel group. DID number block may only be associated with one trunk group. The Company reserves the right to limit the amount of DID numbers that will constitute a block of telephone numbers. The amount of DID numbers included in a telephone number group will be determined at the sole discretion of the Company, and will reflect the efficient management of the Company's resources. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine efficient telephone number utilization. Should the Company determine based on its own discretion that there is inefficient number utilization, the Company may either reassign the DID numbers or charge an Underutilization Telephone Number Assignment Fee.

The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or end 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.

B) Rates

Non Monthly Recurring Recurring

Per Block of 20 DID Numbers

See Rate Schedule

Per Block of 100 DID Numbers

4.3.3 Main Number Retention

A) Description

Main Number Retention is an optional feature by which a new Customer, who was formally a customer of another certificated local exchange carrier at the same premises location, may retain its main telephone numbers and main fax numbers for use with the Company-provided Exchange Access Services. Main Number Retention service is only available in areas where the Company maintains some form of number retention arrangement with the Customer's former local exchange carrier. Monthly recurring and non-recurring charges apply per retained number. Rates for retained numbers may vary from area to area.

B) Rates

Non Monthly Recurring Recurring

Per Retained Number See Rate Schedule

4.3.4 **Accounting Codes**

A) **Description**

Accounting Codes provide customers with a means of restricting calls or itemizing calls, according to specific digits that must be dialed at the end of a local or long distance telephone number. Customers may choose either Verified Account Codes or Unverified Account Codes.

<u>Verified Account Codes</u>: The Customer is required to enter an exact code when placing a call or the call will not go through. The codes are specified by the Customer and can be from 2 to 8 digits in length. Code lengths are ANI specific.

Unverified Account Codes: The Customer is required to enter in a code for the call to go through. The code length can be from 2 to 8 digits in length and must be consistent for each customer location.

B) Rates

Non Monthly **Recurring** Recurring

Charge Per

Customer Location Verified Packages **Unverified Packages**

See Rate Schedule

4.3.5 **Authorization Codes**

A) Description

This option restricts calls from being made unless the correct accounting code is entered. Only customer specified codes will be accepted. The customer then may use these codes to track calling for cost analysis and bill-back purposes.

B) Rates

Non Monthly Recurring Recurring

See Rate Schedule

4.3.6 Vanity Number Service

A) Description

Vanity Number Service is an optional feature by which a new Customer may request a specific or unique telephone number and fax number for use with the Company-provided Exchange Access Services. This service provides for the assignment of a customerrequested telephone number other than the next available number from the assignment control list.

Vanity Number Service is furnished subject to the availability of facilities and the requirements of Exchange Access Service as defined by the Company. The Company reserve all rights to the Vanity Numbers assigned to customer's and may, therefore, change them if required. Monthly recurring charges apply per Vanity number.

B) Rates

Non Monthly Recurring Recurring

Per Vanity Number See Rate Schedule

4.3.7 <u>Virtual Foreign Exchange (VFX) Service</u>

4.3.7.1 Description

VFX Service enables a Customer to receive Company-provided Exchange Access Service at a point outside the Local Exchange Service Area which normally serves the customer's location. VFX service can be used to receive one-way inbound digital traffic only and is available as digital trunks or Local ISDN-PRI service. Customers subscribing to VFX service must purchase an entire T-1 and meet the following conditions: 1) 100 percent of the traffic carried must be inbound local; and 2) the average off-hook time per call is more than ten minutes.

The Local Exchange Calling Area and all Usage Service rates which apply to a VFX Exchange Access Service are the same as those which regularly apply to other Company-provided Exchange Access Services bearing the same NPA-NXX designation.

Customers are prohibited from using VFX service to place outbound calls including, but not limited to "911" emergency numbers. This restriction is required in order to assure that emergency calls are routed to the Public Safety Answering Point serving the geographical area associated with the Customer's telephone number. The Company strongly recommends that each Customer maintain at least one telephone exchange service access line bearing an NPA-NXX designation associated with the Customer's actual geographic location for emergency use.

4.3.7.1.1 Features: The following features are available:

Standard:

Hunting (Circular, Sequential and Uniform Call Distribution) Touchtone

Optional:

Vanity Number

4.3.7.2 <u>VFX Service Rates and Charges</u>: A VFX service Customer will be charged applicable Non-recurring Charges and monthly Recurring Charges as specified in Sections 4.3.7.1.2.1 and 4.3.7.1.2.2, respectively. For Local ISDN PRI customers, the monthly recurring VFX Service digital per trunk charge is in lieu of the monthly recurring Local ISDN-PRI T-1 charge and any PRI usage credits. All other applicable charges associated with PRI will apply. Local ISDN PRI service is provided by McImetro Access Transmission Services, Inc., P.S.C No. 4 - Telephone tariff, an affiliate of the Company. DID functionality and blocks of DID numbers will be available at no additional charge for up to 100 DID numbers. Charges for volume of DID number greater than 100 will apply as specified in Sections 4.3.7.2.3 and 4.3.7.2.4.

MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services Ohio Local Exchange Services Catalog Schedule No. 3 (Enterprise Non-Current Services)

Effective October 1, 2018

4.3.7.2.1 Non Recurring Charges

Account Setup (per account)

See Rate Schedule

Account Changes (per change) (Moves, Changes, Additions)

Account Changes (Per Billing Record Change)

Line Restoral Charge (per trunk)

(Applies for trunk restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.)

Suspension of Service Restoral Charge (per trunk)

(Applies for trunk restoral after Customer-initiated suspension.)

Optional Features Vanity Number

4.3.7.2.2 Monthly Recurring Charges

Trunk Charge (Per Trunk)*

Digital

See Rate Schedule

Digital Trunk Charge (Per Trunk)** Local ISDN-PRI Charge (Per Trunk)**

VFX Charge (Per T-1)

Optional Features:

Vanity Number

- * This service is not available to new subscribers effective June 1, 2002.
- ** This service is only available to new and existing customers who subscribe to a new term plan.
- ** This charge is not available to new subscribers beginning October 1, 2003.

4.3.7.2.3 Non Recurring Charges

DID number charge First Block of 20 numbers

See Rate Schedule

Each Add'l Block of 20 numbers

4.3.7.2.4 Monthly Recurring Charges

DID number charge

(per block of 20 numbers)

See Rate Schedule

Rates for a volume of Numbers greater than 1000 will be provided on an Individual Cases Basis.

4.3.7.3 VFX Service Term Plan:

The VFX Service Term Plan is a term plan, in lieu of all other tariffed term plans, available to VFX Service customers. Customers who subscribe to VFX Service Term Plan are subject to the following conditions:

Definition of Terms:

Qualifying Volume is the customer's total monthly recurring VFX Service Digital Per Trunk charge, monthly recurring VFX charge, monthly recurring charges for FX Service Optional Features and monthly recurring charges for Local ISDN-PRI Optional Features, after the application of promotional and other discounts. Charges for the following are not included as Qualifying Volume and are not calculated in satisfaction of the VFX Service Term Plan volume commitment: Non-recurring charges for VFX Service; non-recurring charges for VFX Service Optional Features; non-recurring charges for Local ISDN-PRI, and taxes.

Eligible Volume is the customer's total monthly recurring VFX Service Digital Per Trunk charge and VFX charge, after the application of promotional and other discounts. Charges for following are not included as Eligible Volume and will not receive VFX Service Term Plan volume discounts: Non-recurring charges for VFX Service; non-recurring and monthly recurring charges for VFX Service Optional Features; non-recurring and monthly recurring charges for Local ISDN-PRI Optional Features, and taxes.

Term Commitment and Renewal Options: A customer must commit to a service for a term of either one, two, three, four, or five years. The term of service will commence no earlier than the first day of the next billing month in which the customer subscribes to the plan. A plan will automatically renew for an equivalent term and volume commitment upon expiration of its term unless the customer provides written notification to cancel the VFX Service Term Plan, which must be received by the Company no more than 30 days after expiration of the existing term. If the customer cancels the existing term plan within 30 days after expiration of the existing term, the customer will receive the discounts for which the customer qualifies during the 30-day period following the expiration of the existing term of service.

Volume Commitment: A customer may elect a VFX Service Term Plan monthly volume commitment of one of the following amounts, calculated after the application of promotional and other discounts: \$100; \$250; \$500; \$1,000; \$2,000; \$3,000; \$4,000; \$5,000; \$7,000, or an annual volume commitment of the following amounts, calculated after the application of promotional and other discounts: \$120,000; \$180,000; \$300,000; \$600,000; \$900,000; \$1.2 million; \$1.8 million, \$2.4 million. The customer's volume commitment will be based upon the customer's Qualifying Volume. At any time during the term of service, a customer may elect a higher equivalent Annualized volume commitment. If a customer so elects, the term of service expiration date will not change, The new volume commitment will apply beginning in the following month for monthly commitments and as of the beginning of the commitment year in which the new volume commitment is elected for annual commitments. The discounts associated with the new commitment volume level apply to charges and usage only from the new election date forward.

Underutilization Charges: If at the end of any year of the term of service, a customer fails to satisfy its annual volume commitment, the customer must pay the difference between the customer's actual Qualifying Volume in that year and the annual volume commitment. If at the end of any month of the term of service, a customer fails to satisfy its monthly

volume commitment, the customer must pay the difference between the customer's actual Qualifying Volume in that month and the monthly volume commitment.

Early Termination Charges:

Cancellation of Discontinuance without Liability: If; (I) the customer's use of VFX Service under a VFX Service Term Plan equals or exceeds the customer's equivalent annualized minimum volume commitment or monthly volume commitment and (II) at the time of termination the customer is enrolled in a new VFX Service Term Plan with a volume commitment which equals or exceeds the customer's existing volume commitment, the customer may terminate service under Term Plan without liability as follows: (I) the customer may terminate service at any time during the last three months of the term of service if the customer's VFX Service Term Plan's term commitment is one year: or, (II) the customer may terminate service at any time during the last six months of the term of service if the customer's new VFX Service Term Plan's term commitment if equal to or greater than two years.

Cancellation or Discontinuance with Liability: Discontinuance of all services furnished under the VFX Service Term Plan prior to the expiration of the committed term of service constitutes discontinuance of the plan and the customer will be billed and required to pay an early termination charge equal to the Underutilization Charge for the year of termination plus 50% of all of each annual or monthly volume commitment for each year remaining in the unfulfilled term of service.

Discounts: Customer will receive the following discounts applied to Eligible Volume charges and usage.

	Term Commitment/Discount				
Volume Commitment	<u>1 year</u>	2 years	3 years	4 years	5 years
\$ 100 /month		See	Rate Sch	nedule	
250 /month					
500 /month					
1,000 /month					
2,000 /month					
3,000 /month					
4,000 /month					
5,000 /month					
7,000 /month					
120,000 /annual					
180,000 /annual					
300,000 /annual					
600,000 /annual					
900,000 /annual					
1.2M /annual					
1.8M /annual					
2.4M /annual					

4.3.8 Speed Dialing

A) <u>Description</u>

This optional feature allows the Customer to program the phone to dial frequently called local and long distance numbers by dialing abbreviated digits. This feature is available in two options, one is a eight (8) code list using one (1) digit speed codes and the other is a thirty (30) code list using two (2) digit speed codes. The customer can select either the eight (8) or thirty (30) option or both options for a combined total of thirty-eight (38) speed codes. Speed Dialing is billed per line and on a monthly recurring basis.

B) Rates

Monthly Recurring

Option A: Eight (8) Code List

Per Line See Rate Schedule

Option B: Thirty (30) Code List

Per Line

4.3.9 Per Line Number Delivery Blocking

A) <u>Description</u>

Per Line Number Delivery Blocking will be provided with no recurring monthly charge to nonpublished customers. The monthly recurring charge for published customers and for nonlisted customers shall be the same as the charge for nonpublished numbers as set forth in Section 10.1.2.

B) Rates

See Rate Schedule

4.4 Miscellaneous Offerings

4.4.1 MCI Local Disaster Recovery Service

MCI Local Disaster Recovery Service is an optional feature for customers of MCI Local Line and/or Trunk Services. MCI Local Disaster Recovery Service is not available for circuits provided via UNE-P.

MCI Local Disaster Recovery Service provides MCI Local Customers with pre-established Local Disaster Recovery Plans to be invoked in case of a local line/trunk outage related to an emergency/disaster. MCI Local Disaster Recovery Service can be defined as a collection of actions, procedures, and information that is developed, tested and held in readiness for use in the event of an emergency/disaster. For purposes of this optional feature, an emergency/disaster is defined as any event that may cause a lengthy disruption of the Customer's local line/trunk service. These events include, but are not limited to, natural events, accidents, or events of sabotage. The customer must notify MCI when to invoke these pre-established plans with a secure password. These pre-established plans may consist of specific restoration processes involving the redirection of traffic through Remote Call Forward Feature Service; or Trunk Group Redirection. More complex plans that involve over 100 numbers may also be established on an individual case basis. Changes or modifications to these plans can be made as part of the monthly recurring fee.

MCI Local Disaster Recovery Non Recurring Charges

1 - 10 numbers: See Rate Schedule

11 - 40 numbers:

41 - 100 numbers:

101 numbers and above:

MCI Local Disaster Recovery Monthly Recurring Charges

1 - 10 numbers: See Rate Schedule

11 - 40 numbers:

41 - 100 numbers:

101 numbers and above:

4.5 Local Calling Service

Local Calling Service provides Business Customers with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office of the exchanges and zones defined in Sections 4.1. The rates set forth in this section apply to all direct dialed local calls. For operator-assisted (non-aggregator) local calls, the operator charges listed in Section 6.2.1 apply.

4.5.1 <u>Intelenet Local Calling Plan</u>

A) Description

Local Calling Plan is the standard local calling plan provided with exchange access services, as described in Section 4.2. The rates set forth in this section apply to all outgoing direct-dialed calls placed to telephone stations within the caller's exchange area as defined in Section 4.1.

B) Rates

Per Call: See Rate Schedule

4.5.2 IntraLATA Area Calling

A) <u>Description</u>

An IntraLATA Area Call is a call which originates and terminates outside an exchange area, but within the caller's LATA and state and is billed per call according to the duration and the rate period in which the call occurs. IntraLATA calls are not eligible for term discounts. Calls are billed in 6 second increments, with an 18 second call minimum. The following rate periods apply:

		TO BUT NOT	
Rate Periods	<u>From</u>	Including	<u>Days</u>
Peak	7:00am	7:00pm	Mon-Fri
Off-Peak	7:00pm	7:00am	Mon-Fri
And All Day Saturo	lay and Sunday		

B) Rates

Switched Rate Per Minute
See Rate Schedule

Dedicated

4.6 Wholesale Local Service

Effective January 11, 2000, Wholesale Local Service is no longer available to new customers. In addition, current customers will be supported at current service levels but moves, additions and changes will no longer be available.

4.6.1 General

MCI Wholesale Local Service (hereafter "WLS") is offered to other telecommunications carriers for the provision of telecommunications services to End Users who are the customers of MCI's Wholesale Local Services Customer.

General terms and conditions as described in OH. P.U.C.O. No. 1, Sections apply, where appropriate, unless otherwise specified in this Section. Any references in this Section to service descriptions in other sections of this tariff shall include all definitions, terms and conditions

applicable to that service. Unless expressly provided to the contrary herein, however, such references to no incorporate the rates and charges contained in the referenced material. Where incorporated service descriptions use the terms customer or subscriber, such terms shall be deemed to mean:

- (i) Carrier (as defined in this Section) when the context concerns ordering service for resale to its customer; entering into and determining payment plans for resold service; including calculating minimum usage requirements for optional toll calling plans; requesting repair of resold service, including authorization for the dispatch of service technicians to the Carrier's Customer's premises and performance of any premises work; and billing responsibility for the provision of service ordered by the Carrier, and the use, activation, or premature termination of service by Carrier's Customers; or
- (ii) Carrier's Customer (as defined in this Section) when the context concerns the definition of the service location (premises); the configuration and sizing of the telecommunications system, network or service resold; and the manner in which the resold service, including any aspects or capabilities of service, are used, activated, or accessed. Carrier's Customer is also the equivalent term when referenced service descriptions contain any of the following terms: user, station user, group, group member, account agent, supervisor or attendant position or line.

Unless otherwise stated, aggregation of Wholesale Local Services, including usage services, for the purposes of applying volume discounts is permitted for carriers. Operator Services, Directory Assistance, State and Local charges, and administrative charges are not applicable for purposes of applying volume discounts or contributing to revenue commitments.

4.6.2 Responsibility of the Carrier Customer

- 4.6.2.1 The Carrier is responsible for obtaining all appropriate regulatory approvals necessary for the provision of telecommunications services to End Users.
- 4.6.2.2 Nothing in this tariff shall be deemed to create a third party beneficiary relationship with the Carrier's customers. The Carrier shall indemnify and hold the Company harmless from all claims based on any reason whatsoever from its customers or third parties.

4.6.2 Responsibility of the Carrier Customer

- 4.6.2.3 The Carrier shall save the Company harmless against any and all claims and expenses (including attorneys' fees and costs) which may arise from or in connection with such WLS resale including, but not limited to, claims or libel, slander, infringement of copyright or patents, claims for injuries to persons or property damage or any other damage in connection with the Company's service or resold services, arising out of any act or omission of the Carrier or End User in connection with facilities or services provided by the Company or the Carrier or End User, claims for interruption of or deficiencies, failures or errors in service and any consequences thereof and claims arising from mistakes in or omissions of directory listings.
- 4.6.2.4 Carrier shall accept the Company's initial and continuing credit approval procedures and policies. The Company reserves the right to withhold initiation or full implementation of any or all WLS pending the Company's initial satisfactory credit review and approval thereof which may be conditioned upon terms specified by the Company, including, but not limited to, security for payments due hereunder in the form of a cash deposit or other means. The Company reserves the right to modify its requirements, if any, with respect to any security or other assurance provided by Carrier for payments due hereunder in light of

Carrier's actual usage when compared to projected usage levels upon which any security or assurance requirement was based.

- 4.6.2.5 If at any time there is a material adverse change in Carrier's creditworthiness, then in addition to any other remedies available to the Company, the Company may elect, in its sole discretion, to exercise one or more of the following remedies:
 - (1) cause Start of Service for WLS described in a previously executed Service Request to be withheld;
 - (2) cease providing WLS pursuant to a Disconnection Notice in accordance with Section 4.6.7.
 - (3) decline to accept a Service Request or other requests from Carrier to provide WLS which the Company may otherwise be obligated to accept and/or
 - (4) condition its provision of WLS or acceptance of a Service Request on Carrier's assurance of payment which shall be a deposit or such other means to establish reasonable assurance of payment. An adverse material change in Carrier's creditworthiness shall include, but not limited to:
 - (A) Carrier's material default of its obligations to the Company under this tariff or any other agreement with MCI;
 - (B) failure of Carrier to make full payment of all undisputed charges due hereunder on or before the Due Date on three (3) or more occasions during any period of twelve (12) or fewer months or Carrier's failure to make such payment on or before the Due Date (or the Alternate Due Date, if applicable) in any two (2) consecutive months;
 - (C) acquisition of Carrier (whether in whole or by majority or controlling interest) by an entity which is insolvent, which is subject to bankruptcy or insolvency proceedings, which owes past due amounts to the Company or any entity affiliated with the Company or which is a materially greater credit risk than Carrier; or.
 - (D) Carrier's being subject to or having filed for bankruptcy or insolvency proceedings or the legal insolvency of Carrier.
- 4.6.3 If the Carrier ceases to resell WLS to its customers and fails to make arrangements for the continuation of such services, the Carrier shall provide an option to its customers to select an alternate Carrier. In the event that the Carrier fails to provide such option or any of Carriers Customers fail to exercise such option, Company may, at the End User's request, provide local exchange services to the Carriers End Users under the Companys current retail terms and conditions, including then-current recurring and usage sensitive rates for service being furnished.
- 4.6.4 The Carrier shall follow the pre-order procedures established by the Company, including completion and acceptance of the WLS implementation questionnaire and WLS Agreement, prior to submitting its first request for WLS.
- 4.6.5 Prior to submitting an order for WLS, the Carrier must have obtained written documentation from the customer, explicitly authorizing the Carrier to provide local exchange telecommunications services. This proof of authorization must be retained by the Carrier and shall be made available upon request within two (2) business days from the day the request was made. The required form

and content of customer authorization may be amended from time to time to meet the changing needs of the Company and the regulatory requirements imposed upon all carriers by the Commission. In the event that the Carrier cannot provide the proof of authorization within two business days, the Carrier must within two business days thereafter:

- (1) notify the Company to change the End User back to the local exchange carrier providing service to the end user before the change to the Carrier was made;
- (2) provide any End User information and billing records the Carrier has obtained relating to the end user to the prior Carrier;
- (3) notify the End User and the Company that the change has been made; and
- (4) pay the Company \$50.00 per line to compensate the Company for switching the End User back to the original carrier.
- 4.6.6 The Company will accept and process Carrier=s requests for changes to a Primary Interexchange Carrier (PIC) selection on behalf of End Users being provided local exchange service by the Carrier through the purchase of WLS. All such end user requests will be sole responsibility of the Carrier, including but not limited to: all communications with third parties, Commission inquiries and complaints, and resolution of all disputes concerning PIC selections. Accordingly, Carrier shall save the Company harmless against all claims and expenses (including attorneys' fees and costs) which may arise from or in connection with this section.
- 4.6.7 The Carrier shall be responsible for modifying and connecting any of its systems with Company provided interfaces. The Carrier will be required to take service in sufficient quantity or of appropriate class or grade of service so as to prevent the unreasonable interference with the service of other Carriers or of other of the Company's Customers.
- 4.6.8 When the Company receives an order from a Carrier ("Ordering Carrier") for services under this Part for a Carrier's Customer ("End User"), and the Company is currently providing services under this Part to another Carrier for the same end user ("Carrier Customer of Record"), the Company shall notify its Carrier Customer of Record of such order coincident with processing the order. It shall then be the responsibility of the Carrier Customer of Record and the Ordering Carrier to resolve any issues related to the End User. Carrier Customer of Record and/or Ordering Carrier agree to hold harmless and indemnify Company against any and all liability and claims, including reasonable attorneys' fees, that may result from the Company acting under this paragraph.

The Carrier is required to adhere to the Company's Local Number Portability procedures which places the responsibility on the Carrier for all communication with End Users, Interexchange Carriers, and other local service providers.

The Carrier is solely responsible for the payment of charges for all services furnished in this Part including, but not limited to, calls originated or accepted at its End Users' service locations.

4.6.9 Availability

The offering of Wholesale Local Service is subject to the continuing availability of the necessary facilities and equipment on an economic basis. Service is available where technically feasible from appropriately equipped central offices. The use of such services is subject to the technical parameters of the services provided.

4.6.10 Limitations

- 4.6.10.1 Use of WLS by a Carrier does not entitle the Carrier to access revenues associated with origination and termination of interexchange services over the local services provided.
- 4.6.10.2 The Carrier may not, without the Company's written authorization, offer WLS under any of the brand names of the Company or any of its affiliates, nor may any Carrier state or imply that there is any joint business association or any similar arrangement with the Company in the provision of telecommunications services to the Carriers customers.
- 4.6.10.3 WLS may not be utilized as a substitute for carrier access services. The Company reserves the right to commission an audit to ensure that this condition is met.
- 4.6.10.4 The Company will not be responsible for the manner in which the use of service, or the associated charges, are allocated to others by a Carrier who resells service. All applicable rates and charges for such service will be billed to and be the responsibility of the Carrier.
- 4.6.10.5 The Carrier shall be responsible for providing to its customers and to the Company a telephone number or numbers that the Carriers customers can use to contact the Carrier in the event of service or repair requests. In the event that the Carriers customers contact the Company with regard to such requests, the Company shall inform the Carriers customers that they should call their Carrier and may provide Carriers contact number to the Carriers customers.
- 4.6.10.6 In order to correctly update and maintain MCI's Emergency Telephone Number Service ("E911 Service") database, Carrier is responsible for providing accurate and complete information regarding Carrier's Customers in a format prescribed by MCI. Carrier agrees to forever indemnify and hold MCI, its affiliated companies and any third-party provider or operator of facilities employed in the provisioning of WLS harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which those parties may assert arising out of or relating to any incorrect, inaccurate or incomplete information in MCI's E911 Service Carrier is responsible for remitting payment to MCI for those assessed surcharges and any applicable administrative charges (Where at the Carrier's request MCI remits surcharges to the taxing authority on behalf of the Carrier an administrative charge equal to 4% of billed E911 surcharges will be assessed). In communities where by statute the Network Service Provider is required to remit E911 surcharges an administrative surcharge will not be assessed to the Carrier. Carrier is solely responsible for collecting all surcharges, taxes, fees or similar liabilities associated with E911 Service. Carrier is also responsible for providing the interface, (to include a 24 hours a day, 7 days a week contact), between its End Users and both the Company and/or the Public Safety Answering Point for resolution of errors in connection with the Master Street Address Guide (MSAG), or other E911 related problems.

4.6.11 Branding

The Carrier may brand its local exchange services with its own brand name, provided that such name is consistent with Carrier's authorization.

4.6.12 Liability of the Company

4.6.12.1 The Company's general liability, as described in this tariff, does not extend to the Carrier=s customers or any other third party. The Liability of the Company to the

Carrier resulting from any and all causes, shall not exceed the liability of the Company as stated in Section 2 of this tariff. The Company shall only be liable for the individual service(s) or facilities that it provides and shall not be liable for the integration of service components. Such liability shall not exceed an amount equal to the proportionate charge for the service(s) or facilities provided for the period during which the service(s) was affected. No other liability whatsoever shall attach to the Company.

- 4.6.12.2 The Company is not liable to Carrier or its customers for mistakes that appear in the Company's directory listings, 911 or 411 databases, or for incorrect referrals of customers or End Users to the Carrier for any ongoing Carrier service, sales or repair inquiries, and with respect to such mistakes or incorrect referrals, the Carrier shall save harmless and indemnify the Company from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorney's fees incurred on account thereof, by third persons (including the Carrier's customers or employees).
- 4.6.12.3 Carrier is liable for all usage, including fraudulent, associated with Company's facilities or services provided to Carrier or its End User(s). The Company takes no responsibility, will not investigate, and will make no adjustments to Carrier's account in cases of unauthorized usage of WLS.

4.6.13 Additional Billing and Payment Regulations

- 4.6.13.1 In addition to the terms and conditions for billing and payment found elsewhere in this tariff, the following provision shall also apply. Where provisions of this subsection conflict with provisions the general sections of this tariff, this subsection shall determine the rights and obligations of the Carrier with respect to billing and payment.
- 4.6.13.2 Billings for WLS hereunder are made on a monthly basis following start of service. WLS shall be billed at the rates set forth in this tariff. Discounts, if any, applicable to the rates for certain services are described in OH. P.U.C.O. No. 1d Section 4.6 Part 17d Carrier will pay all undisputed charges relative to each MCI WorldCom invoice for WLS within thirty (30) days of the invoice date set forth on each invoice to Carrier (ADue Date@). If payment is not received by the Company on or before the Due Date, Carrier shall also pay a late fee in the amount of the lesser of one and one-half percent (12%) of the unpaid balance of the charges for WLS rendered per month or the maximum lawful rate under applicable state law.
- 4.6.13.3 If a Carrier fails to pay when due any and all charges billed to Carrier under this Part, including any late payment charges, and any such charges remain unpaid more than fifteen (15) days after the due date of such unpaid charges, the Company shall notify the Carrier Customer in writing that its services will be disconnected unless all unpaid charges are paid in full to the Company within ten (10) business days of the date notice is sent ("Disconnection Notice Period"). If the Carrier disputes the billed charges, it shall: inform the Company in writing within that ten day period which portion of the charges it disputes, including the specific details and reasons for its dispute; immediately pay to the Company all undisputed charges; and pay disputed charges into an interest bearing escrow account.
- 4.6.13.4 If the Carrier fails to pay any undisputed charges, within the period prescribed above, disconnection can occur after the conclusion of the Disconnection Notice Period. The Company shall have no liability to the Carrier or the Carriers customers in the event of such disconnection. Upon receipt of notice that Company intends to disconnect all or any portion of Carrier's WLS, Carrier shall, at its sole expense, individually notify its

End Users prior to the effective date of disconnection, that the End User's Local Service may be disconnected due to Carrier's failure to pay Company charges that are due, and that such End User must select a new local exchange service provider. In the event Carrier fails to provide such notification or Carrier's End Users fail to select a new local exchange service provider by the effective date of disconnection, Company may, at the End User's request, provide such End Users with local service pursuant to the terms and conditions set forth in Company's applicable retail local tariff (including without limitation, Company's then-current recurring and usage sensitive rates for such local service).

- 4.6.14 A minimum one month billing period will be assessed to each service order request along with any other applicable charges.
- 4.6.15 Carrier may cancel WLS if Carrier provides written notification thereof to the Company not less than thirty (30) days prior to the effective date of cancellation.
- 4.6.16 If Carrier cancels WLS before the end of the Term Commitment Period, (or in the event MCI terminates WLS due to Carrier's failure to meet its prescribed obligations) Carrier shall pay to the Company all charges for WLS provided through the effective date of such cancellation plus a cancellation charge (the "Cancellation Charge"). The Cancellation Charge will be calculated as follows:
 - (1) If Carrier has a Monthly Revenue Commitment (as described in the Program Enrollment Terms), then the Cancellation Charge shall be equal to one hundred percent (100%) of Carrier's commitment(s), that would have become due for the remaining months of the Service Term (as described in the Program Enrollment Terms).
 - (2) If Carrier does not have a Monthly Revenue Commitment, then the Cancellation Charge will equal the average monthly billing for WLS, to include exchange access lines, local usage, intraLATA toll, and optional features, multiplied by the remaining months of the Service Term (as described in the Program Enrollment Terms).
- 4.6.17 Carrier must maintain Carrier's Minimum Revenue Commitment (as described in the Program Enrollment Terms) each month during the Commitment Period.
- 4.6.18 If Carrier does not maintain the Minimum Revenue Commitment (as described in the Program Enrollment Terms), then Carrier shall pay to the Company all charges for WLS provided during that month plus a deficiency charge ("Deficiency Charge"). The Deficiency Charge will be the difference between Carrier's Minimum Revenue Commitment and Carrier's actual Monthly Revenue (as described in the applicable Rate and Discount Schedule). The Deficiency Charge will be due at the same time payment is due for WLS provided to Carrier.
- 4.6.19 If Carrier does not have a Monthly Revenue Commitment, but has a Term Commitment, Carrier must maintain at least sixty percent (60%) of Carrier's average monthly billing for each month during the Commitment Period. If Carrier does not maintain at least sixty percent (60%) of Carrier's average monthly billing in any month during the Commitment Period then Carrier will pay to Company a "Deficiency Charge" equal to the difference between sixty percent (60%) of Carrier's average monthly billing for WLS, (to include exchange access lines, local usage, intraLATA toll, and optional features) and Carrier's actual Monthly Billing. The Deficiency Charge will be due at the same time payment is due for WLS provided to Carrier.
- 4.6.20 The Company does not provide billing information to Carrier's customers.

- 4.6.21 Billing for WLS will be provided separately from other Company wholesale services. Billing will include monthly recurring charges, nonrecurring charges and local and intraLATA usage charges. Call detail records will be provided for all usage based charges on a daily or monthly basis. Feature charge records will be provided on a monthly basis.
- 4.6.22 In order to protect the Company against revenue loss, a Carrier may be required to pay in advance of installation an amount not to exceed applicable service charges, installation or other nonrecurring charges, plus charges for one month of service. Where special construction charges are applicable, the payment thereof may be required in advance of start of construction.
- 4.6.23 The Carrier is responsible for all local, toll, collect calls, operator services, directory assistance, and dial around messages of their End User's received or sent across the Company's facilities.

4.6.24 Carrier Disconnect Service

- 4.6.24.1 Carrier disconnect service is a special billing arrangement which enables a Carrier to disconnect its customer's service temporarily.
- 4.6.24.2 Carrier may request that the Company disconnect local exchange service on a designated line(s) which it resells to its End User customer provided that:
 - (1) Carrier bears the sole and full responsibility for compliance with all Commission disconnection and service restoral requirements.
 - (2) Carrier shall indemnify, defend and hold harmless the Company for an against any claim, loss or damage asserted by any person related to or arising out of the Company's provision of Carrier Disconnect Service to Carrier hereunder.
 - (3) Should an existing Carrier's customer, whose local exchange service has been temporarily disconnected hereunder, elect to change local exchange service providers, the Company will notify existing Carrier of such order coincident with processing the authorized order of the new Carrier and in association therewith will permanently disconnect the existing Carrier's WLS in order to reuse the line(s) to complete the new Carrier's authorized order to provide local exchange service to such customer.
- 4.6.25 Service will be disconnected or restored subject to receipt of the Carrier's request.
- 4.6.26 Carrier disconnect service is available for business services, except directory listings, and permitted for any period of time.
- 4.6.27 The monthly rate during each period of disconnection is the regular monthly rate for the service disconnected.

The non-recurring charges are as follows:

Non-recurring

To establish disconnect service, per Carrier's customer's account:

See Rate Schedule

To restore disconnect service, per Carrier's customer's account:

4.6.28 Unlawful Use of Service

- 4.6.28.1 Service shall not be used for any purpose in violation of law. The Carrier, and not the Company, shall be responsible to ensure that the Carrier and its customers use of WLS complies at all times with all applicable laws. The Company may refuse to furnish service to a Carrier applicant or shall discontinue service to a Carrier or, as appropriate, the Carriers customer when:
 - An order is issued finding that probable cause exists to believe that the use made of or to be made of the service is prohibited by law; or
 - The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility or service furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law.

Termination of service shall take place after reasonable notice is provided to the Carrier, or as ordered by the Court.

4.6.28.2 If communications facilities have been physically disconnected by law enforcement officials at the premises where located, then upon written request of the Carrier, and agreement to pay restoral of service charges and other applicable service charges, the Company shall restore such service, unless such restoral of service is limited by a lawful order.

4.6.29 Reserved for Future Use

4.6.30 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service or otherwise impairs the quality of service to other Carriers or to the Company's Customers.

4.6.31 Public Emergency Services

- (A) This Tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.
- (B) 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress
- (C) The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- (D) After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

E) The Company assumes no liability for any infringement, or invasion of any right of privacy for any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 service. The Public Safety Agency agrees, except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claim whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. The Public Safety Agency also agrees to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number address, or name associated with the telephone used by the party or parties accessing 911 service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employee or agents of any one of then, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

4.6.32 Universal Emergency Number Service - 911

Universal Emergency Number Service - 911 Telecommunications Service (911), is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) may receive telephone calls dialed to the telephone number 911. The 911 Service includes lines and central office features necessary to provide the capability to answer, transfer and dispatch public emergency telephone calls originated by persons within the telephone central office areas arranged for 911 calling.

4.6.33 Service Order Charges

Service order charges are non-recurring charges applicable to various Carrier's request(s) for connecting, moving or changing telephone service. The Carrier request may require the application of one or more service order charges.

For rates, see section OH. P.U.C.O. No. 1, Section 4.6, Part 16.

4.6.34 Operational Interfaces

The Company shall provide Carriers with order procedures to place service orders, receive phone number assignments, receive information necessary to bill Carriers customers, and to inform the Company of cases of trouble.

4.6.35 Exchange Access Service Areas

Exchange Access Service Areas (EASA) are provided (pursuant to Section 4.6.14.3d in limited geographic areas. Services are provided subject to technological availability and compatibility with customer facilities. Services, rates, and contract conditions might not be available in all areas.

Full service versions of the Company's Exchange Access Services will be provided to Customers pursuant to this tariff to the extent that: (a) the Company has in place and available network facilities extending to any premises; or (b) the Company maintains a collocation arrangement and is able to reasonably employ an arrangement to interconnect to unbundled exchange link facilities which the Company, in its sole discretion, judges to be of a type, grade, technical specification, quality, and quantity sufficient to, and offered under conditions consistent with, the delivery of such services.

4.6.36 Exchange Access Service

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

- A) receive calls from other stations on the public switched telecommunications network;
- B) access other services offered by the Company as set forth in this tariff;
- C) access certain interstate and international calling services provided by the Company;
- access (at no additional charge) the Company's operators and business office for service related assistance;
- E) access (at no additional charge) emergency services by dialing 0- or 911; and
- F) 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 agreements with the Company.
- G) Exchange Access Service cannot be used to originate calls to other telephone companies' caller-paid information services (e.g. NPA 900, NXX 970, 540, etc.). Calls to those numbers and other number used for caller-paid information services will be blocked. Calls to numbers "NXX 976" will also be blocked unless otherwise specified by the Customer at the time service is ordered. Should a customer request unblocking for access to a caller-paid information service, the Company will bill and collect on behalf of the telephone companies' information provider holding the customer fully liable for all charges incurred for use of the information provider's service.

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.

The following Wholesale Local Services are offered:

Basic Business Line Service
Basic Trunk Service
T-1
Direct Inward Dial Service
Direct Outward Dial Service
Direct Inward Outward Dial Service
IntraLATA

4.6.37 Ancillary Charges

A. InterMSA and IntraMSA Presubscription

Refer to MCI's F.C.C. Tariff for Presubscribed Interexchange Carrier Charges (PICC) applicable to changes in the End User's interexchange carrier(s). These undiscounted charges will be billed to Carrier by the Company.

All interexchange carriers selected by the End User will be assessed a Presubscribed Interexchange Carrier Charge (PICC) in accordance with MCI's, Tariff F.C.C. No. 3.

In the event an End User fails to select a presubscribed interexchange carrier, the Company will charge the Carrier the applicable PICC as described in MCI's Tariff F.C.C. No. 3.

B. Local and State Charges

In addition to the rates and charges applicable under this tariff, taxes and fees applicable to resold services shall be prorated and added to the billed charges, including, but not limited to, municipal taxes, 911 surcharges, and franchise fees.

C. Non Routine Installation/Maintenance

(1) Install/Maintenance

At the Carrier'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 actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours, but at the Carrier's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

(2) Cancellation Charge

The Customer must cancel service orders within five (5) days of the service request, or prior to issuance of a firm order commitment from the Company, otherwise, a cancellation charge will apply.

Non-recurring
See Rate Schedule

Cancellation charge:

(3) Change of Requested Service Date

A change of requested service date charge applies when a change of requested service date is the only requested modification to the original service order.

- A. If the first requested change of the requested service date is received more than ten (10) working days prior to the requested service date, there will be no charge.
- B. If the requested service date has been changed once already, or if the request is made within ten (10) days of the original requested service date, a charge will apply.
- C. When the Carrier requests that its requested service date be extended, the new requested service date must be within thirty (30) days of the previously set requested service date. If the new requested service date is more than thirty (30) days beyond the exciting requested service date or unknown, the service order must be canceled and re-issued when a confirmed date is set. A charge for a change of requested service date also applies when the Carrier requests an earlier requested service date.

Non-recurring
See Rate Schedule

Date Change Charge:

(4) Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable

efforts basis at the request of the Customer. Special construction is that construction undertaken:

- Where facilities are not presently available, and there is no other requirements for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

4.6.38 Custom Service Arrangements

Reserved for future use.

4.6.39 Wholesale Local Service Rates and Charges

This section sets forth the Wholesale Local Service rates, charges, and service made available by WorldCom Technologies, Inc. to Carrier for resale to its customers. General terms, conditions, service and feature descriptions as described in OH. P.U.C.O. No. 1, Section 4 herein apply where appropriate, unless otherwise specified in this Part. The application thereof is to Carrier with regard to service ordering, repair requests or billing responsibility and to Carrier's Customer when designating service location, use, activation, configuration, or sizing.

Wholesale Local Services are subject to the following non-recurring charges.

Non-recurring rate
See Rate Schedule

A. Service Order Charge

B. Record Order Change

4.6.40 Basic Business Line and Trunk Service

A Basic Business Line provides a Business Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Each Basic Business Line is provided with the following standard features which can be deleted at the Customer's option.

Call Forward Variable
Touch Tone
Caller ID Blocking - Selective & Complete

Basic Trunk Service provides a Business Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Trunks

are provided for connection of Customer-provided private branch exchange (PBX) to the public switched telecommunication network. Each Basic Trunk is provided with touch tone signaling and may be configured into a hunt group with other Company-provided Basic Trunks. Basic Trunks may be equipped with Analog Direct Inward Dial (DID) capability and DID number blocks for additional charges as set forth in OH. P.U.C.O. No. 1, Section 4.6.19, Part 3.3.

In addition to the following monthly rates, 911 Service Surcharge and all other local and state mandated charges apply.

Non-recurring and monthly recurring rates apply as follows:

Non-Recurring Monthly Installation Charges Recurring

A. per line Basic Business Line See Rate Schedule

B. per trunk Basic Trunk Service

4.6.41 T-1

4.6.41.1 Description

T-1 provides Carrier with a trunk connection operating at 1.544 Mbps which is time division multiplexed into 24 individual voice-grade telephonic communications channels, each of which can be used to place or receive one call at a time. T-1 is capable of providing a connection of compatible Customer-provided private branch exchanges (PBX) to the public switched telecommunications network.

Non-recurring and monthly recurring rates apply as follows: Full Service, per T-1:

Non-recurring Monthly
Installation Charge Recurring Charge
See Rate Schedule

Individual channels carried over a T-1 may be equipped with Direct Inward Dialing (DID), Direct Outward Dialing (DOD), or Direct Inward Outward Dialing (DIOD) capability. See OH. P.U.C.O. No. 1, Section 4.16.19, Part 3 for applicable charges.

4.6.42 Local And State Additional Charges

Charges for 911 and other local and state charges will also apply to resold access lines purchased by Carrier. The Carrier is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges and taxes (however designated) (including without limitation sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of Network Services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those customers receiving service within the boundaries of that subdivision.

4.6.43 Usage Charges

Local and intraLATA calling service provides a Carrier's Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central offices, exchanges, areas, and zones included in the caller's local and intraLATA calling area. To determine whether the call is local service or intraLATA calling see OH. P.U.C.O. No. 1, Section 4.

4.6.43.1 Local Service

The rates set forth in this section apply to all direct dialed local calls. For operated- assisted local calls, the operator charges listed in OH. P.U.C.O. No. 1, Section 6 apply in addition to the charges listed below.

Rate Per Call

Access Area

Cleveland Metro See Rate Schedule

4.6.43.2 IntraLATA Area Calling

The rates set forth in this section apply to all intraLATA calls. An intraLATA call is a call, which originates and terminates outside an exchange area, but within the caller's LATA and state. For operated- assisted intraLATA calls, the operator charges listed in OH. P.U.C.O. No. 1, Section 4, Part 5.2 apply in addition to the charges listed below. Calls are billed in 6-second increments, with a 1 minute call duration minimum.

Rate Per Minute of Use

Access Area

All See Rate Schedule

4.6.44 Other Wholesale Local Exchange Services

4.6.44.1 WorldCom Wholesale Local Service Discount Plan

- A. The WorldCom Wholesale Local Service Discount Plan is an optional discount plan for switched local services. The discount plan is applicable to exchange access lines, local usage, intraLATA toll, and optional features.
- B. The Carrier may opt to aggregate all wholesale local service accounts and locations under the term payment plan to which the Carrier commits.
- C. Non-recurring charges, Operator Services/Directory Assistance, and state and local charges are not included in the discount structure.
- D. The discount percentage will be determined by the number of months committed to by the Carrier (the "Service Term"). Throughout the Service Term, Carrier will automatically receive the applicable discount percentage corresponding to the monthly billed revenue.
- E. For purposes of this discount schedule, the applicable discount column is based on the number of months contained in the Service Term divided by 12. If the number of months is less than 12, the month-to-month discounts shall apply. If the product of the division is equal to or greater than 1 year but less than 2 years, the 1-year discounts apply; if the product of the division is equal to or greater than 2 years but less than 3 years, the 2-year discounts apply; and, if the product of the division is equal or greater than 3, the 3-year discounts apply.
- F. The term and volume discounts for WLS apply as follows:

Monthly Billed Month

Charges to 1 Year 2 Year 3 Year (in thousands) Month Term Term Term

Up to \$50 See \$50 to \$100 \$100 to \$250 \$250 to \$500 \$500 to \$750 \$750 to \$1,000 \$1,000 to \$2,000 Over \$2,000

See Rate Schedule

G. If the Carrier Customer chooses to commit to a Minimum Monthly Revenue Commitment as well as a Term Commitment, additional discounting is available. If the Carrier Customer's Monthly Revenue Commitment is equal to or greater than \$100,000 per month, all of the percentages shown in the discount schedule above will be increased by the following:

Monthly Billed
Revenues Discount
(in thousands)
\$100 to \$250 See Rate Schedule
\$250 to \$500
\$500 to \$750
\$750 to \$1,000
\$1,000 to \$2,000
over \$2,000

- H. Carrier may cancel WLS if Carrier provides written notification thereof to MCI not less than thirty (30) days prior to the effective date of cancellation. In such case (or in the event MCI terminates WLS due to Carrier's failure to meet its prescribed obligations) Carrier shall pay to MCI all charges for WLS provided through the effective date of such cancellation plus a cancellation charge (the "Cancellation Charge") equal to one hundred percent (100%) of Customer's commitment(s), if any, (as described in the Program Enrollment Terms) that would have become due for the unexpired portion of the Service Term. If no commitment exists, then Carrier shall pay to WorldCom all charges for WLS provided through the effective date of such cancellation plus the Cancellation Charge which will equal the average monthly billing for WLS, to be all inclusive, (i.e., local service charges, intraLATA toll, operator services, Directory Assistance, and any charges for additional features), multiplied by the remaining months of the Service Term (as described in the Program Enrollment Terms).
- In the event Carrier does not maintain Carrier's Minimum Revenue Commitment in any month during the Commitment Period (Switched Services described herein), then for those month(s) only, Carrier will pay WorldCom the difference between Carrier's Minimum Revenue Commitment and Carrier's actual Monthly Revenue (as described in the applicable Rate and Discount Schedule) (the "Deficiency Charge"). The Deficiency Charge will be due at the same time payment is due for WLS provided to Carrier, or immediately in an amount equal to Carrier's Minimum Revenue Commitment for the unexpired portion of the Service Term, if MCI terminates this Agreement based on Carrier's default.

4.6.45 Miscellaneous Wholesale Local Services

This section sets forth the Operator Services and Directory Assistance made available by MCI Communications Services, Inc. to the Carrier for resale to its customers. General terms, conditions,

service and feature descriptions, as described in OH. P.U.C.O. No. 1, Section 6, herein apply where appropriate, unless otherwise specified in this Part.

Currently, Company does not provide the option described in OH. P.U.C.O. No. 1, Section 2, Part 13.1 to Carriers.

4.6.45.1 Operator Services*

In addition to the usage charges identified in OH. P.U.C.O. No. 1, Section X, Part 16.5, operator-assisted charges will apply. For operator-assisted charges see OH. P.U.C.O. No. 1, Section 6, Part 2.

4.6.45.2 Directory Assistance*

In addition to the usage charges identified in OH. P.U.C.O. No. 1, Section X, Part 16.5, directory assistance charges will apply. For directory assistance charges see O.H. P.U.C.O. No. 1, Section 6, Part 1.

Operator Services and Directory Assistance charges do not contribute to discount levels.

4.6.46 Wholesale Local Service Optional Features

Effective January 11, 2000, Wholesale Local Service is no longer available to new customers. In addition, current customers will be supported at current service levels but moves, additions and changes will no longer be available.

This section sets forth the Central Office Optional Features made available by MCI Communications Services, Inc. to Carrier for resale to its customers. Feature descriptions are described in OH. P.U.C.O. No. 1, Section 1 and herein apply where appropriate, unless otherwise specified in this Part. The application thereof is to Carrier with regard to service ordering, repair requests or billing responsibility and to Carrier's Customer when designating service location, use, activation, configuration, or sizing. A variety of features are available for local switched service. Standard features for all lines include Touch Tone, Selective Caller ID Blocking, and Call Forward Variable.

4.6.46.1 Definitions

<u>Call Forward Busy</u>: Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside system.

<u>Call Forward Don't Answer</u>: Allows incoming calls to be automatically routed to a preselected station line or attendant within the same system or outside system, when the called station is not answered after a preset number of rings.

<u>Three-Way Calling</u>: Allows a station line user to add a third party to an existing conversation.

<u>Call Waiting/Cancel Call Waiting</u>: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switchhook flash.

<u>Distinctive Ringing Service</u>: Allows the End User to place up to 10 numbers on a Distinctive Ringing list. When incoming calls originate from these numbers, the End User's phone will ring in a distinctive pattern. The customer can easily add and delete numbers from the Distinctive Ringing list as well as turn the service on or off. This feature is only available from properly equipped Central Offices.

<u>Hotline Service</u>: Allows an End User to establish a switched connection to a predetermined number when the End Users' telephone goes off-hook. No dialing is required and the call is processed automatically to the predetermined number.

<u>Speed Dialing 8</u>: Allows an End User to assign abbreviated codes to frequently called numbers. The establishment of these codes permits dialing to the selected number using fewer digits than normally required. End User can change numbers assigned to a list (groups of codes). Maximum of eight codes per list.

Speed Dialing 30: Allows an End User to assign abbreviated codes to frequently called numbers. The establishment of these codes permits dialing to the selected number using fewer digits than normally required. End User can change numbers assigned to a list (groups of codes). Maximum of thirty codes per list.

<u>Toll Restriction</u>: Permits an End User to call within the local service area, but prevents toll calls and calls to the operator.

<u>Vanity Number</u>: Allows an End User to request a specific telephone number other than the one that would normally be assigned by the Company. These specifically requested numbers include, but are not limited to, numbers with a desired or particular alphabetic equivalent, "easy to remember" numbers because of repeating or sequential digits, or another numerical pattern preference.

4.6.46.2 Rates

The following is a list of Optional Features available for all lines and the applicable rates.

Monthly
Non-Recurring Recurring
See Rate Schedule

Three-Way Calling

Call Waiting/ Cancel Call Waiting (not available on a line with Call Forward Busy)

Call Forward Busy (not available on a line with Call Waiting)

Call Forward Don't Answer

Speed Dialing 8

Speed Dialing 30

Vanity Number (subject to availability)

Distinctive Ringing

Toll Restriction

Hotline (not available with ANY other features)

4.6.47 Feature Packages

Feature Package I and Feature Package II provide a complement of electronic central office features that enable convenient calling capabilities. The following feature packages are designated for basic business line local exchange services.

A. Feature Package I

Feature Package I provides the following features:

Three-Way Conference Calling Speed Dialing - 8 Codes Call Forward Busy (not available on a line with Call Waiting) Call Forward Don't Answer

Non-recurring and monthly recurring rates apply as follows: See Price List

B. Feature Package II

Feature Package II provides the following features:

All Features from Feature Package I, plus Speed Dialing - 30 Codes (replaces Speed Dial 8) Distinctive Ringing Toll Restriction

Non-recurring and monthly recurring rates apply as follows: See Price List

4.6.48 <u>Direct Inward Dial Service (DID)</u>

DID is a service which permits incoming dialed calls to be dialed directly to a calling party station associated with a switching system, resold by Carrier and located on the Carrier's Customer premises. These lines support inbound only call traffic.

4.6.48.1 Direct Outward Dial Service (DOD)

DOD is a service which permits outgoing dialed calls to be dialed directly to a calling party station associated with customer premise equipment located on the Carrier's Customer premises. These lines support outbound only call traffic.

4.6.48.2 Direct Inward Outward Dial Service (DIOD)

DIOD is a service which permits incoming and outgoing dialed calls to be dialed directly to or from a calling party station associated with a switching system, resold by Carrier and located on the Carrier's Customer premises. These lines support inbound and outbound call traffic.

4.6.48.3 Rates

Non-recurring and monthly recurring rates for DID and DIOD apply as follows:

Non-Recurring Monthly Recurring

A. Block of 20 Numbers

See Rate Schedule

- B. Block of 100 Numbers
- C. Add'l Block of 20 or fraction thereof
- D. Termination, per Channel

4.6.49 <u>Integrated Services Digital Network (ISDN)/Primary Rate Interface (PRI)</u>

Integrated Services Digital Network (ISDN) provides end-to-end transparency where voice, data and video services are provided over the same transmission and switching facilities. The user information is transmitted over 64kbit/s channels (known as Bearer Channels or "B" Channels). Information is conveyed via a separate Delta ("D") Channel. The primary D channel is an out-of-band signaling channel used to control and route all of the B channel traffic within the Primary Rate Interface (PRI) Local Service Arrangement. This arrangement allows for greater performance of ISDN type networks leaving all 64kbit/s capacity of the B channels for user information.

ISDN/PRI availability is limited to areas where, as determined by the Company it is technically feasible.

The following service options are available:

- (A) 23B+D
- (B) 24B
- (C) 23B + Backup D

The 24B and 23B + Backup D options are only available in conjunction with a subscription to the 23B+D option.

4.6.49.1 Rates and Charges:

In addition to the non-recurring and monthly recurring charges for ISDN/PRI, the following charges will apply: all applicable charges associated with the Local Basic Trunk as specified in Section 4.6 of this tariff; DID number charges as specified in Section 4.6.48 of this tariff, if applicable, and usage charges as specified in Section 4.6 of this tariff.

Non Recurring and Monthly Recurring charges apply as follows:

Non-Recurring Charge Monthly Charge
23B + D See Rate Schedule
24B
23B + b/u D

4.6.49.2 PRI Local Service Arrangements

One or more service option can be combined to create a PRI Local Service Arrangement. Customers may have multiple PRI Local Service Arrangements per location, however for each Service Arrangement one 23B+D must be included. The controlling D channel will always reside on the 23B+D.

Non-Facility Associated Signaling (NFAS) - One D Channel controls multiple PRIs, the first with 23 bearer channels, the rest with 24. PRIs available per NFAS arrangement vary with network architecture.

Multiple Spans B Several PRIs grouped together. Calls flow from PRI to PRI when busy, as long as they are physically contained within a single switch. PRIs may originate in different cities if the terminating end is physically contained in a single switch. Maximum overflow is seven (7). Also called Direct Termination Overflow.

4.6.49.3 Enhanced Capabilities

Where available the following enhanced capabilities are provided at no additional charge, however, each enhanced capability must be requested specifically.

Enhanced Capabilities	<u>Description</u>
1. Calling Line Identification (CLID)	Delivery of number making the call. Passed through if received from CPE.
2. Backup D-Channel	Additional D-Channel for backup purposes. Used in NFAS environment only. Default value is primary D channel on the last channel of the first PRI and, backup D channel on the last channel of the 3 rd PRI.
3. DNIS/Called Number Delivery	Allows the delivery of the originally dialed 8XX or 900 number to the end customer (CPE) where it is available.
4. DID/DOD	Inward or outward dialing to or from an extension without utilizing an attendant.
5. Calling Station Identification	Identifies extension making outbound calls (if information is received from caller's PBX or CPE).
6. Call-by-Call	Reconfigures B channels to accommodate changes in traffic from a PBX customer. Allows a PRI trunk group to support multiple service types on a dynamic basis as opposed to dedicating trunk group capacity to a particular service type.
7. Virtual Facility Groups	Part of Call-by-Call. Defines how different services are to be routed over the same span. Sets minimum and maximum values of call types to be routed over the span.
8. Multiple DID/Directory Numbers	Allows customer to install multiple inbound trunks with one billing telephone number.

4.6.50 Integrated T-1

An Integrated T-1 is a facilities based connection between the End User's premise and the Company's local network operating at 1.544 MBPS which is time division multiplexed into 24 individual channels. The Integrated T-1 is able to support simultaneous transmissions of voice and data services by means of Digital Access and Cross-connect System (DACS) equipment to allow for routing and switching among multiple ports. There are five service options available on the Integrated T-1. The service options may be grouped up to a maximum of six (6) trunk groups per T-1.

The Carrier may choose from the following service options:

(A) <u>Local Service</u> - a specified number of channels may be designated from the End User's premise to the local node to provide local service. The local service channels may be provisioned as a local line or local trunk.

<u>Local line</u> - an analog transmission from the End User's premise to the local node. The standard features on the local line are as follows: touch-tone and Caller ID Blocking Selective. In addition, Caller ID Blocking Complete and Call Forward Variable are serviceable upon request. The optional features and feature packages listed in OH P.U.C.O. No. 1, Section 4.6 are available for an additional charge.

<u>Local trunk</u> - an analog or digital transmission from the End User's premise equipment to the local node. Local trunks carried over the Integrated T-1 may be equipped with Direct Inward Dialing (DID), Direct Outward Dialing (DOD), or Direct Inward Outward Dialing (DIOD) capability; for applicable descriptions and charges, see OH P.U.C.O. No. 1, Section 4.6.48.

- (B) <u>Long Distance Service</u> a specified number of channels may be designated from the End User's premise to a point of presence to provide a dedicated access line directly to the Company's long distance network. The channels may be configured to support 1+ or toll-free traffic.
- (C) <u>Frame Relay</u> a specified number of channels may be designated from the End User's premise to the frame relay network. The number of designated channels establishes the speed to which a permanent virtual circuit can be provisioned. Intra-city and inter-city frame relay are supported on the Integrated T-1.
- (D) <u>Internet</u> a specified number of channels may be designated from the End User's premise to UUNET facilities via the Company's frame relay network.
- (E) <u>Private Line</u> a specified number of channels may be designated from the End User's premise to another End User specified location to provide a dedicated connection between the two premises. Intra-city and inter-city private line are supported on the Integrated T-1.

4.6.50.1 Application of Rates

- (1) The Base Integrated T-1 will be comprised of a monthly recurring and non-recurring charge.
- (2) The local service channels will consist of a monthly recurring charge. The local service channel rate is applicable only to those local channels provisioned on the Integrated T-1.
- (3) Local and intraLATA usage will apply to local service channels. For applicable service descriptions and charges see OH P.U.C.O. No. 1, Section 4.6.
- (4) Rates and charges for other services to be connected to the Integrated T-1 will be assessed on an Individual Case Basis (ICB).
- (5) The Base Integrated T-1 and the local service channels are eligible for discounting under the terms and conditions of the Wholesale Local Service Discount Plan listed in OH P.U.C.O. No. 1, Section 4.6.

4.6.50.2 Rates and Charges

Non-Recurring Charge Monthly Charge

A. Base Integrated T-1

See Rate Schedule

B. Local service channel

4.6.51 Resale to Local Exchange Carriers

The Company's retail services contained in Section 10- Rate Schedules herein are available to certified local exchange carriers at the applicable retail rates without discriminatory or anti-competitive conditions or limitations. Services not available for resale are those found in Section IX.C of the Commission's Local Service Guidelines.

SECTION 5 – COMPLEMENTARY SERVICES

5.1 Directory Assistance

A customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. Directory Assistance is available to customers of any of the Company's calling services (excluding Toll-Free Services). The charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number. One request may be made on each Directory Assistance call.

A credit allowance for a Directory Assistance call will be provided if the customer experiences poor transmission quality, receives an incorrect telephone number, or inadvertently misdials the intended Directory Assistance number.

Directory Assistance charges will be included with other usage charges toward satisfying minimum usage requirements for all services (excluding Toll-Free Services).

In equal access areas where a caller gains access by dialing 10488, Directory Assistance will not be included with other usage charges in satisfying minimum requirements or billing usage adjustment charges; volume discount and promotional discounts services will also not apply.

Per Call See Price List

5.2 Operator Services

Operator Services shall include, but will not be limited to, live operator or automated operator functions for the handling of telephone service such as long distance calling of collect, third number billing, calling card services and rate information, dialing instructions, trouble reporting, and emergency call handling.

The calls will be billed at the established Company OS rates plus the appropriate service charges. Billing is in one-minute increments, and the Company will not bill for uncompleted calls. Access to the Company operator is obtained by dialing, from a Company Presubscribed telephone, 0 plus the number desired or 00. Access for this service is via Feature Group D. All (0+) intraLATA and (0-) calls are routed to the appropriate LEC.

Charges may not be billed to public payphones or customer-provided stations. Operator Service rates will apply to the following types of calls:

1) <u>Customer Dialed Calling Card Station</u> - Calls completed without the assistance of a company operator when the charges are billed to the LEC calling card account entered by the calling party.

- 2) Operator Station Calls completed with the assistance of a company operator on a station-to-station basis. Charges may be billed to the customer's commercial credit card or LEC calling card account, or to the calling station, called station or a designated third party station.
- 3) Person-to-Person Calls completed with the assistance of a Company operator to a particular person, station, department or PBX extension specified by the calling party. Charges may be billed to the customer's commercial credit card or LEC calling card account, or to the calling station, called station or a designated third party station.

5.2.1 Usage Charges

The rates and service charges below apply to "0+" and "00-" calls ("0-" calls shall be routed directly to the LEC), including calls using a 10XXX or other access number, routed to a Company operator or to an automated operator or calling card interface from the premises of: (i) residential and business subscribers; or (ii) local exchange carrier customers not presubscribed to the Carrier.

The maximum charges for Operator Services will be the usage rates appearing in the following section plus a per call surcharge dependent upon the type of operator service provided. The actual charges may be found in the Price List accompanying this tariff.

A) Per Minute Rates

Mileage	Initial	Each Additional
Band	Minute	Minute
1 - 10	See F	Rate Schedule
11 - 22		
23 - 55		
56 - 124		
125 - Over		

B) Per Call Local Usage Charges

Customer Dialed/ Person-to-Person

See Rate Schedule

Customer Dialed/ Station-to-Station

Operator Dialed

Billed to Non-Proprietary Calling Card

5.2.2 <u>Inmate Collect Only Service</u>

A) Description

Inmate Collect Only Service permits inmates or residents to place collect calls over the Company Network from authorized telephone numbers in a controlled environment. Telephones and associated equipment will be provided at the option of the Company for the exclusive use of inmates served within the confines of a penal, correctional, mental institution, or job corp center where potential usage by inmates or residents warrants establishing the service.

B) Service Points

This product is available to all penal, correctional, mental institution, or job corp in the State of Ohio.

C) <u>Usage Charges</u>

Per minute usage charges for calls are the same as the Intrastate Operator Service Rate schedule specified in Section 6.2.1.A.

D) Billing Increments

Usage is billed in one (1) minute increments.

E) Per Call Surcharges

Operator Station-to-Station Collect See Rate Schedule Person-to-Person Collect

<u>SECTION 6 – MISCELLANEOUS SERVICES</u>

6.1 Busy Line Verify and Line Interrupt Service

A) Description

Upon request of a calling party the Company will verify a busy condition on a called line.

- 1) The operator will determine if the line is clear or in use and report to the calling party.
- 2) The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

B) Regulations

- 1) A charge will apply when:
 - a) The operator verifies that the line is busy with a call in progress.
 - b) The operator verifies that the line is available for incoming calls.
 - c) The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.
- 2) No charge will apply:
 - a) When the calling party advises that the call is to or from an official public emergency agency.
 - b) Under conditions other than those specified in Section 7.1.B.1 preceding.
 - c) Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.
 - 4) The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

C) <u>Usage Charges</u>

Per Request

Busy Line Verify Service

See Rate Schedule

Busy Line Verify and Busy Line Interrupt Service

6.2 Service Implementation

A) Description

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service.

B) Usage Charges

Non-Recurring

per service order See Rate Schedule

6.3 Restoration of Service

A) Description

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

B) Usage Charges

Non-Recurring

per occasion See Rate Schedule

6.4 Summary Report Charge

This charge applies in addition to the regular monthly invoice for business customers that receive any type of summary reports. The \$1.00 per month charge is applicable regardless of the number of reports selected by the customer. These reports include, but are not limited to, Call Summary, Area Code Summary, Account Code Summary, Auth/ANI Summary, Toll-Free Product Type, Toll-Free Summary by Date, Long Call Summary, Frequent # Summary, Executive Summary, PAC by Auth Summary, LATA Summary, Department Summary, Department/Division, International Summary, Long Call Minutes and Frequent Called Number Threshold. However, the Customer may choose either the Caller ReCap Summary or Traffic Management Summary at no additional charge.

Per Month Charge: See Rate Schedule

SECTION 7 - SPECIAL ARRANGEMENTS

7.1 Special Construction

A) Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: (1)

non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

B) Basis for Cost Computation

The costs referred to in Section A preceding may include one or more of the following items to the extent they are applicable:

- cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
 - a) equipment and materials provided or used,
 - b) engineering, labor and supervision,
 - c) transportation, and
 - d) rights of way;
- 2) cost of maintenance;
- 3) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- 4) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- 5) license preparation, processing and related fees;
- 6) tariff preparation, processing and related fees;
- 7) any other identifiable costs related to the facilities provided; or
- 8) an amount for return and contingencies.

C) Termination Liability

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

- The termination liability period is the estimated service live of the facilities provided.
- 2) The amount of the maximum termination liability is equal to the estimated amounts for:
 - a) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - (1) equipment and materials provided or used,
 - (2) engineering, labor and supervision,
 - (3) transportation, and
 - (4) rights of way;
 - b) license preparation, processing, and related fees;
 - c) tariff preparation, processing, and related fees;
 - d) cost of removal and restoration, where appropriate; and
 - e) any other identifiable costs related to the specially constructed or rearranged facilities.

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Effective October 1, 2018

3) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 8.1.C.2 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 8.1.C.2 preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

7.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. ICB rates, if accepted by the Customer, will be filed by Contract to be approved by the Public Utilities Commission of Ohio (PUCO).

7.3 Promotional Offerings

The Company may from time to time engage in special promotional service offerings designed to attract new customers or to increase existing subscriber awareness of a particular tariff offering. These offerings may be limited to certain dates, times, and/or locations. The waiver of any charges other than non-recurring charges shall be limited to 90 days or as per the Local Competition Guidelines as established by the Public Utilities Commission of Ohio (PUCO).

The Company may upon written notice establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers. Promotional offerings shall be identified in price lists and effective on the day of filing with the Public Utilities of Ohio (PUCO).

SECTION 8 - OBSOLETE SERVICES

8.1 Local Calling Options

8.1.1 Option 1 Local Calling Plan

This Service is no longer available to new Customers as of July 3, 1997.

A) Description

Option 1 Local Calling Plan provides Local Calling Service billable on a per minute basis. Option 1 calls will be billed in one-minute increments with an initial billing period of one minute. The rates set forth in this section apply to all outgoing direct-dialed calls placed to telephone stations within the caller's exchange area as defined in Section 4.1. Option 1 Local Calling Plan is the standard local calling plan provided with exchange access services, as described in Section 4.

B) Rates

First Minute See Rate Schedule Each Additional Minute

8.1.2 Option 2 Local Calling Plan

This Service is no longer available to new Customers as of July 3, 1997.

A) Description

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Option 2 Local Calling Plan provides Local Calling Service billable on a per call basis. The rates set forth in this section apply to all outgoing direct-dialed calls placed to telephone stations within the caller's exchange area as defined in Section 4.1. Customers may select Option 2 Local Calling Plan in lieu of Option 1 Local Calling Plan for the same monthly recurring line charges shown in Section 4.

B) Rates

Per Call See Rate Schedule

8.1.3 Option 3 - Local Calling Plan

This Service is no longer available to new Customers as of July 3, 1997.

A) Description

Option 3 Local Calling Plan provides Customers with unlimited and untimed Local Calling Service for a monthly recurring charge. Option 3 Local Calling Plan includes all outgoing direct-dialed calls placed to telephone stations within the caller's exchange area as defined in Section 4.1. The monthly recurring charges shown below are charged in place of monthly recurring line charges shown in Section 4 for comparable service. Option 3 Local Calling Plan is only available for the exchange access services shown below.

B) Line Charges

Monthly Recurring

Per Line

-- Basic Business Line

See Rate Schedule

- -- Key Business Line
- -- Basic Trunk Service
- -- Centrex Service

Digital Trunk Service

-- Link & Port, per T-1

8.2 Basic Line Service

Basic Line Service provides a Business or Residential Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company-provided Basic Lines. Each Basic Line is provided with the following standard features which can be deleted at the Customer's option:

Call Forward Busy Call Waiting

Call Forward Don't Answer
Call Forward Variable

Message Waiting Indication
Three-Way Conference Calling

Call Hunting Touch Tone

Call Restriction Per Call Number Delivery Blocking

Non-recurring and monthly recurring rates per Basic Line apply as follows:

Non-Recurring Monthly Recurring

Per Line See Rate Schedule

8.3 Key Line Service

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Effective October 1, 2018

Key Line Service provides a Business Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Key Lines are provided for connection of Customer-provided key systems to the public switched telecommunications network. Each Key Line is provided with the following standard features which can be deleted at the Customer's option:

Call Forward Busy Three-Way Conference Calling

Call Forward Don't Answer
Call Forward Variable
Call Hunting
Call Restriction
Call Waiting
Call Waiting
Touch Tone
Call Pick-up
Call Transfer
Extension Dialing
Night Coverage

Per Call Number Delivery Blocking

Non-recurring and monthly recurring rates per Key Line apply as follows:

Non-Recurring Monthly Recurring

Per Line See Rate Schedule

8.4 Basic Trunk Service

Basic Trunk Service provides a Business Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. The following standard features are available with this service:

Call Forwarding
Call Hunting
Call Restriction
Variable Touch Tone
Per Call Number Delivery Blocking

Non-recurring and monthly recurring rates for Basic Trunk Service apply as follows:

Non-Recurring Monthly Recurring

Per Trunk: See Rate Schedule

8.5 Centrex Service

Centrex Service provides a Business Customer with multiple individual voice- grade telephone communications channels, each of which can be used to place or receive one call at a time. Centrex Station Lines are provided for connection of Centrex-compatible Customer-provided station sets to the public switched telecommunications network. Centrex Service standard and optional features are described in the Definitions Section of this tariff. Centrex Service is provided with a minimum of five Centrex Station Lines. Each Centrex Station Line is provided in combination with other Company provided services. Centrex Services are offered as Centrex Basic and Centrex Select. The standard features are as follows:

Call Forward Busy
Call Forward Don't Answer
Call Forward Variable
Call Hunting
Call Hunting
Call Transfer
Extension Dialing
Night Coverage
Call Hold

Call Restriction Distinctive Ringing

Call Waiting Hotline

Message Waiting Indication
Three-Way Conference Calling
Touch Tone

Least Cost Routing
Speed Dial List
System Speed Dial

Call Pick-up Per Call Number Delivery Blocking

Some features may not be available in all locations.

Additional non-recurring and monthly recurring Centrex Service charges are listed in Sections 9.9.2 and 9.9.3.

8.5.1 Station Line Charges

Centrex Station Lines are assessed with a non-recurring installation charge per line, with each subsequent line receiving a discounted installation charge. Also, monthly recurring charges are assessed on a per line basis.

Non-Recurring Monthly Recurring

Per Line See Rate Schedule

8.5.2 <u>Usage Charges</u>

Local usage charges for measured service calls are as follows.

Local Service Rates

Refer to the Rate Schedule located in Section 10.6.9.

IntraLATA Toll Service Rates

Refer to the Rate Schedule located in Section 10.6.9.

8.5.3 Rate Elements

The following Rate Elements are in addition to the standard features located in Section 9.9.1. The optional features may not be applicable to this service. These rates are applied on a non-recurring and/or monthly recurring basis.

Number Retention

Recurring - Per Number Non-Recurring - Per Number

See Rate Schedule

Directory - Per Listing
Each Additional
Recurring
Non--Recurring

Vanity Number - Per Number Recurring Non-Recurring

8.6 GRANDFATHERED INTERMEDIA SERVICES

8.6.1 <u>Exchange Access Services</u>

8.6.1.1 Single T Private Branch Exchange Service

PBX trunks are used to connect a PBX to the Intermedia Switched Network. A standard configuration includes Local Central Office Trunks and one of the following dialing capabilities: Direct Inward Dialing (DID), Direct Outward Dialing (DOD) or Combination Trunks (DID and DOD = DIOD). Intermedia Single T PBX trunks are provided over a T-1 circuit which holds up to twenty-four (24) individual PBX trunks.

Pricing for Single T PBX trunks consists of a monthly charge per trunk, with up to twenty-four (24) trunks per T-1. Single T PBX trunks incur a non-recurring set-up charge and require a 1 year minimum contract.

Each Single T PBX trunk includes the following features: one (1) directory number per trunk, number reservation for future growth, one (1) directory listing per trunk, and hunting. For an additional charge, the customer has private listing or additional listings options. DID numbers are available in blocks of twenty (20) for an additional charge.

This service is generally provided with the Company's long distance service. This service may be provided without the Company's long distance service on an individual case basis.

A. Monthly Recurring (Per Channel)

<u>Cincinnati Areas</u> Digital Analog 12 month agreement: See Rate Schedule

24 month agreement: 36 month agreement:

<u>Cleveland Areas</u>* Digital Analog 12 month agreement: See Rate Schedule

24 month agreement: 36 month agreement:

*Cleveland Areas Only - Per call charge

Per call: See Rate Schedule

B. Non-Recurring (per T-1) - All areas

<u>Digital</u> <u>Analog</u> See Rate Schedule

12 month agreement 24 month agreement

36 month agreement

8.6.1.2 Single T Primary Rate Interface - Basic

Single T Primary Rate Interface (PRI) - Basic Service is an ISDN-based end-to-end digital circuit that provides 23 64Kbps B and 1 64Kbps D channel over a T1 at a transmission speed of 1.544Mbps.

Customers purchase PRI in a 23B+D channel configuration for a fixed monthly fee. A minutes of use charge may be applicable. Additional costs are incurred for DID numbers, additional listings, and non-published numbers. A one time set-up fee also applies. A one year contract is required and service is subject to additional charges in areas without Intermedia facilities.

For PRI applications which consist of predominantly inbound data, see Section 11-9.11.1.5.

Various non-regulated services are offered with Intermedia's PRI service. These services may involve additional charges.

Monthly Recurring - Cincinnati Areas
Full PRI (24 Channels) Fractional PRI*

12 month agreement See Rate Schedule

24 month agreement

36 month agreement

Fractional PRI Service requires a minimum of 13 channels (12b+d)

Monthly Recurring - Cleveland Areas
Full PRI (24 Channels) Fractional PRI*

12 month agreement

See Rate Schedule

24 month agreement

36 month agreement

Fractional PRI Service requires a minimum of 13 channels (12b+d)

Cleveland Areas Only - Per call charge

Per call See Rate Schedule

Nonrecurring - Installation (Per PRI) - All Areas

12 month agreement

See Rate Schedule

24 month agreement

36 month agreement

8.6.1.3 Optional Business Features

8.6.1.3.1 <u>Direct Inward Dial (DID) Service</u>

DID Service is an optional feature which can be purchased in conjunction with Company-provided PBX Trunks. DID service transmits the dialed digits for all. incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID number blocks apply in addition to charges specified for PBX Trunks. One additive charge applies for each DID-equipped PBX Trunk or channel. Customer is required to purchase at least one DID number block for each DID equipped trunk or trunk group, or DID-equipped channel or group. The Company reserves the right to limit the amount of DID numbers constituting a block of telephone numbers in a group. Blocks of number groups will be determined at the sole discretion of the Company's resources. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine efficient telephone number utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

The Customer has no property rights to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end 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.

Recurring Monthly

1st Block of 20 See Rate Schedule

Add'l Blocks of 20

Non-Recurring

1st Block of 20

Add'l Blocks of 20

See Rate Schedule

8.6.1.4 Unified Voice Services

Unified Voice Services are offered only in conjunction with Intermedia's long distance services. Unified Voice Service arrangements consisting of fewer than eight (8) lines/trunks per customer location are not available. Feature Packages A and B, as well as individual features, identified herein are available with Unified Voice Services.

1. Business Line Service

Business Line Service is a two-wire, two-way, analog telephone service that uses loop start signaling. Each line is assigned a unique directory number. This service can be used for single lines, multiple line service, key system lines, fax lines, or modem lines.

2. CO Trunk Service

CO Trunk Service is a two-wire, two-way, analog telephone service that uses loop start or ground start signaling. CO Trunks are used to connect the line side of the Intermedia switch to the customer's PBX, Key System, or other compatible equipment. Each trunk is assigned a unique directory number.

Unified Voice Optional Features

Feature Descriptions

<u>Call Waiting</u>: Provides a signal to let customer know when someone is trying to reach the line the customer is currently using.

<u>Cancel Call Waiting</u>:* Allows a customer to prevent, on a per-call basis, any incoming calls from sending call-waiting signals to his/her line. Incoming calls to the line are given normal busy treatment.

<u>Call Forwarding-Universal</u>: Provides the customer with the ability to reroute calls to any valid telephone number (except international numbers). The costs of the forwarded call are passed on to the customer only if the call is answered. A call can also be forwarded to a selected telephone number when the customer's line is busy or unanswered.

<u>Call Forwarding-Busy</u>: When the customer's line is busy, this service automatically routes incoming calls to Voice Mail Service or to another number, including a long distance number.

<u>Call Forwarding-No Answer</u>: Automatically routes an unanswered call after a specified number of rings. The customer specifies the number of rings when the service is ordered.

<u>Call Forwarding-Remote Access</u>: Permits the "Call Forwarding" customer to activate, change, or deactivate call forwarding service from any touch tone telephone.

Ring Again (Automatic Callback):* Allows the customer encountering a busy signal to be notified when the called number becomes idle, and to be placed automatically in ring-again mode.

<u>Blind Transfer Recall</u>:* Enables the customer to transfer a call to another party without waiting for that party to answer. If the other party does not answer the transferred call within a specific time-out period, the line or trunk from which the call was transferred rings back the customer.

<u>Call Park</u>:* Allows the customer to park a call against his/her directory number. The parked call can be retrieved from any of the customer's lines or trunks by first requesting the Call Park Retrieve and then dialing the number of the telephone number against which the call was parked.

<u>Call Hold</u>:* Allows the customer to place one call on hold for any length of time.

<u>Three Way Conference</u>: Gives the customer the ability to connect a third person to a conversation at any time, regardless of which party initiated the call.

<u>Call Transfer</u>: Enables the customer to exit a three-way call, leaving the other two parties in conversation.

Last Number Redial:* Enables the customer to redial his/her last called number.

<u>Calling Name & Number Delivery</u>: Stores and transmits the incoming name and telephone number after the first ring for display in a customer-provided display device.

<u>Calling Number Delivery</u>: Stores and transmits an incoming telephone number after the first ring to a customer-provided display device. (Can either be displayed on an attachment to the customer's telephone set or a Caller ID telephone.) Also stores numbers of incoming calls, with dates and times.

<u>Calling Number Delivery Blocking</u>: Allows the customer to block transmission of the originating telephone number on any outgoing call before dialing a number.

<u>Distinctive Ring</u>:* Allows the customer to assign different ring cadences for calls from within the customer group to distinguish them from those from outside the group.

<u>Speed Calling (10* or 30 numbers)</u>: Provides the ability to program most frequently called numbers for one- or two-digit dialing.

<u>Station Controlled Conference Call</u>: Allows the customer to establish a conference call consisting of up to six participants without the assistance of an attendant.

<u>Toll Denial/Restrictions</u>: Toll-restricted lines or trunks are either denied access to long distance or are assigned toll-diversion which routes the caller to an "attendant" position.

<u>Directory Number Hunting</u>: Directs inward calls to the next defined trunk or line when the called number is in use.

<u>Call Pickup</u>: Allows a customer to answer incoming calls to another line or trunk within the customer's defined call pickup group.

<u>Group Intercom</u>: A feature that enables a customer to automatically dial a member of a predesignated group by using abbreviated dialing; e.g., a customer group with 100 members can dial each other by dialing a two-digit number.

<u>Uniform Call Distribution</u>: A system for distribution of incoming calls on a first-in, first-out basis.

<u>Automatic Line (Hotline)</u>: Provides an automatic connection between a calling station that goes off-hook and a predetermined location.

Available only as part of a feature package.

2. Feature Packages

A. Classic Option A

Classic Option A consists of the following optional features:

Call Forwarding-Universal
Call Forwarding-No Answer
Call Forwarding-Busy

Call Waiting Call Hold

Three Way Conference Last Number Redial Cancel Call Waiting

Calling Number Delivery Blocking

B. Enhanced Option B

Enhanced Option B consists of all of the features found in Classic Option A, plus the following features:

Ring Again (Automatic Callback)

Blind Transfer Recall

Call Park

Distinctive Ring

Speed Calling (10 numbers)

8.6.1.4.1 <u>Unified Voice Services Charges</u> See Rate Schedule

MONTHLY RATES

<u>Cincinnati</u> <u>Cleveland</u>

TRUNK

Central Office Trunk (loop start)

Central Office Trunk (ground start)

LINE

Business Line 8-50

Business Line 51+

Business Line 8-50 w/Feature Package A

Business Line 51+ w/Feature Package A

Business Line 8-50 w/Feature Package B

Business Line 51+ w/Feature Package B

Business Line 8-50 Fax/Modem

Business Line 51+ Fax/Modem

OPTIONAL FEATURES

Automatic Line (Hotline)**

Call Forwarding - Universal

Call Forwarding - No Answer

Call Forwarding - Busy

Call Waiting

Call Transfer

Three-Way Conference

Call Forwarding - Remote Access

Calling Name and Number Delivery

Calling Number Delivery

Speed Call Long (30 Numbers)**

Station Controlled Conference Call**

Toll Denial/Restrictions (Code Restrictions)

Block 900, 976

Block 1+555, 1+NPA+555

Block 411

Block 0+, 0-

Block International

Directory Number Hunting (Circular)

Call Pickup

Abbreviated Dialing (Group Intercom)

Abbreviated Dialing (Group Intercom) - Extended

Calling Number Delivery Blocking

Uniform Call Distribution**

** Not to be assigned to Trunks

ADDITIONAL CHARGES

CO Trunk Installation

Business Line Installation, each

Additional Directory Listing

8.6.1.5 ISDN Primary Rate Interface (PRI) Service

ISDN Primary Rate Interface (PRI) Service is a flat-rated, local ISDN/PRI or non-ISDN T-1 connection service. PRI Service provides one-way inbound ISDN/PRI T-1 or one-way non-ISDN T-1 connections to Intermedia's switching platform. As provided by Intermedia, ISDN/PRI T-1 connections allow both analog and 56/64kbps digital inbound calls to be received by customers. Non-ISDN T-1 connections only allow analog calls to be received.

PRI is a transport technology available to customers with the capability of terminating a PRI into their Customer Premises Equipment (CPE). PRI compatible equipment may include PBX's, Hybrid KEY Systems, Automatic Call Distributors (ACD), Routers, Data/Voice Gateways and other types of equipment.

PRI Service is provided in a minimum arrangement of 23 bearer channels and one signaling channel (23B+D) when provisioned over ISDN/PRI T-1 connections or 24 DS0 channels when provisioned over non-ISDN T-1 connections.

If ISDN/PRI trunk group sizes greater than 23B+D channels are required, the PRI Service Non-Facility Associated Signaling (NFAS) arrangement must be ordered.

PRI Service is available through three types of arrangements:

- Collocated PRI -- the Customer's premises is collocated with the Company's switch. Collocated PRI Service is terminated on a network demarcation block, installed in a customer's collocated cabinet. The customer's collocated cabinet must be in an Intermedia switch (e.g., DMS 500) collocation space. Collocated PRI Service does not include any optical fiber, Digital Cross-connect System (DCS) or channel multiplexing electronics that may be additionally required by the customer to terminate this service at other than a DS1 termination interface.
- On-Net PRI -- the Customer's premises is within a building served by the Company's facilities.* On-Net PRI Service is provisioned over Intermedia optical fiber T-1 connections. These T-1 (DS1 termination interface) connections are terminated in the customer's business location in a building served by the Company's facilities. On-Net PRI Service does not include any optical fiber, Digital Cross-connect System (DCS) and or channel multiplexing electronics that may be additionally required by the customer to terminate this service at other than a DS1 termination interface (such as DS3 or higher).

- Off-Net PRI -- the Customer's premises is within Intermedia's serving area, but is not collocated with the Company's switch or within a building served by the Company's facilities.* Service is provided via extended T1's using Intermedia and/or ILEC facilities. Off-Net PRI Service does not include any optical fiber, Digital Cross connect System (DCS) and or channel multiplexing electronics that may be additionally required by the customer to terminate this service at other than a DS1 termination interface (such as DS3 or higher).
- * Defined as Intermedia owned and managed fiber and electronics.

Optional Arrangements

a. Virtual FX PRI Service

Virtual FX PRI Service provides the capability to allow one-way inbound calls from Intermedia Local Calling Areas that are outside of the customer's home calling area, but served by the same Company switch.

The customer must subscribe to PRI Service. Virtual FX PRI Service rates apply to each group of 24 channels in the trunk group arrangement. For the purpose of rate application, all arrangements, whether 23B+D or 24B, are considered to have 24 DS0 channels.

b. PRI Network Access NFAS Arrangement

Non-Facility Associated Signaling (NFAS) is an arrangement where a single D channel controls more than the 23B channels in the basic 23B+D arrangement of an ISDN/PRI T1.

NFAS allows a single D channel to control up to 385 B channels. The additional ISDN/PRI T1's are configured without D channels in a 24 B channel arrangement. To prevent a failure of ISDN/PRI T1's, a second D channel is assigned to one other ISDN/PRI T1. This second D channel is called the Abackup@ D channel and will take over if the primary ISDN/PRI T1 (23B+D) fails. ISDN/PRI T1 D channel backup capability is included with the NFAS arrangement.

c. <u>Dial Line Service</u>

The Dial Line is a "Plain Old Telephone Service" (POTS) line without any features. The Dial Line is only provided where the customer's premises is collocated with the Company's switch.

2. Local Calling Areas

When the customer purchases PRI Service services from Intermedia, the customer must designate one of the Intermedia local calling areas as the customer's "home calling area." The Intermedia local calling areas match existing ILEC local calling areas.

When the customer is not collocated with the Company's switch, the customer's service address dictates the relevant home calling area. When the customer collocates with a Company switch location, the customer may choose which of the local calling areas served by the Company switch will be the customer's home calling area.

The customer may only designate one local calling area as the home calling area from among the local calling areas served by the Company switch. All other local calling areas served by that switch will be considered Virtual FX calling areas with respect to the customer's designated home calling area. A Virtual FX charge applies to each PRI Service provided to the customer in a Virtual FX calling area. A Virtual FX calling area is any local calling area which, although served by the same Company switch, is not the customer's designated home calling area.

3. Rate Regulations

a. PRI Service Term

PRI Service is offered on a minimum 12-month term only. Should service be discontinued in less than 12 months after installation, termination charges shall apply. A service terminated during the first 12 months will be charged at the monthly rate multiplied by the number of months left on the 12-month term.

b. Discounts

Volume discounts are available on installation and monthly charges as provided herein. The volume level is determined by adding together the total numbers of PRI's provided to the customer by the Company.

A. Collocated PRI

See Rate Schedule

Non-Recurring Charge Monthly Recurring Charge

PRI's 1-10, per PRI PRI's 11-50, per PRI PRI's >50, per PRI

B. On-Net PRI

Non-Recurring Charge Monthly Recurring Charge

PRI's 1-10, per PRI PRI's 11-50, per PRI PRI's >50, per PRI

C. Off-Net PRI

Non-Recurring Charge Monthly Recurring Charge

PRI's 1-10, per PRI PRI's 11-50, per PRI PRI's >50, per PRI

D. Virtual FX PRI Service

Non-Recurring Charge Monthly Recurring Charge

First PRI's Additional PRI's

E. PRI Network Access NFAS Arrangement

Non-Recurring Charge Monthly Recurring Charge

Per Arrangements

F. Dial Line Service

Non-Recurring Charge Monthly Recurring Charge

Per Dial Line

8.6.1.6 Operator-Assisted Services

Operator-assisted services are provided to Business Customers on a presubscribed basis. Services are also provided to Customers and Users of exchange access lines which are presubscribed to the Company's interexchange outbound calling services.

Various billing arrangements are available with Intermedia's operator-assisted service including Calling Card, Commercial Credit Card, Collect, Person-to-Person and Third Party. Monthly and/or usage-sensitive charges apply as stated in Section 4, as well as per call operator charges.

Person-to-Person: See Rate Schedule

Station-to-Station:

Calling Card/Credit Card:

When more than one class of service is involved, only the higher surcharge is applicable.

8.6.1.7 Operator Dialed Surcharge

This surcharge applies to Operator Station and Person-to-Person rated calls when the Customer has the capability of dialing all the digits necessary to complete a call, but elects to dial only the appropriate operator code and requests the operator to dial the called station. The surcharge does not apply to:

- calls where a Customer cannot otherwise dial the call due to defective equipment or trouble on the Id network; and
- 2) Calls in which a Company operator places a call for a calling party who is identified as being handicapped and unable to dial the call because of his/her handicap.

The Operator Dialed Surcharge applies in addition to any other applicable operator charges.

Operator Dialed Surcharge: See Rate Schedule

8.6.1.8 Busy Line Verify and Line Interrupt Service

Upon request of a calling party, the Company will verify a busy condition on a called line. The operator will determine whether the line is clear or in use and report its status to the calling party. The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

A charge will apply when:

- 1. The operator verifies that the line is busy with a call in progress;
- 2. The operator verifies that the line is available for incoming calls; or
- The operator verifies that the called number is busy with a call in progress and the.
 customer requests interruption. The operator will then interrupt the call, advising the
 called party of the name of the calling party. One charge will apply for both
 verification and interruption.

No charge will apply when:

- The calling party advises that the call is to or from an official public emergency agency; or
- Under conditions other than the three stated above.

Busy Verification and Interrupt service is furnished where and to the extent that facilities permit. The Customer shall indemnify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

Busy Line Verify Service
Busy Line Verify and Line Interrupt Service

See Rate Schedule

8.6.1.9 Directory Assistance

Customers and users of the Company's business and residential calling services (excluding Toll Free services) may obtain directory assistance in determining telephone numbers within the state by calling the Directory Assistance operator.

Directory Assistance Per Call Charge:

Per Request See Rate Schedule

Call allowances are as stated below:

 Business customers using directory assistance will receive two (2) free calls per line or PBX trunk line per month.

A credit will be given for calls to Directory Assistance when:

- 1. The Customer experiences poor transmission or is cut-off during the call,
- 2. The Customer is given an incorrect telephone number, or
- 3. The Customer inadvertently misdials and incorrect Directory Assistance NPA.

To receive a credit, the customer must notify the Company operator or Business Office of the problem experienced.

Exemptions:

- Residential Customers are exempt from Directory-Assistance charges.
- 2. The single-line main telephone exchange line of a handicapped user, as defined by the Federal Register, Vol. 35 #126, which has been registered with the Company will be exempt from Directory Assistance charges.
- Directory Assistance attempts to telephone numbers which are non-listed or non-listed and non-published are exempt from the rate, and shall not be included in the ten call allowance.

8.6.1.10 Directory Listings

For each Customer of Intermedia's Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at an additional charge.

SECTION 9 - RATE SCHEDULES

A. State and Local Surcharge for Recovery of Public Utilities

Commission Assessments: Beginning May 1, 2000, MCI WorldCom customers in the state of Ohio will be charged a new line item surcharge equal to 0.11% of their invoiced intrastate charges. This line item surcharge will continue to be billed to customers until modified or discontinued.

B. No Fault Found Dispatch Charge for Business Customers

The charges are non-recurring, and are charged per visit as follows:

Normal Working Hours: \$265 Outside of Normal Working Hours: \$400

Normal Working Hours are defined as Monday to Friday, 7am to 7pm in the time zone of the customer=s location of the dispatch. If a visit begins and/or ends outside this period, it is considered Outside of Normal Working Hours.

9.1 EXCHANGE ACCESS SERVICE

9.1.1 Exchange Access Service*

A) Single Line Service

-		Non-Recurring Recurring	Monthly
Intelenet Ser	vice	_	
Per Line:	Option 1	\$24.35	\$17.76
	Option 2	\$24.35	\$19.66
	Option 3	\$24.35	\$19.66
Central Office	e Termination		
Per Line	•	N/A	\$ 2.19
Service Orde	er Charge	\$15.85	N/A
Subscriber L	ine Charge		
Per Acc	ess Line -	N/A	\$ 5.32
Feature Pack	c 1	\$10.00	\$ 4.50
Feature Pack	< 2	\$10.00	\$ 9.50
Call Forward	Busy	\$ 5.00	\$ 1.00
Call Forward	Don't Answer	\$ 5.00	\$ 1.00
Call Transfer	*	\$ 5.00	\$ 2.00
Call Waiting/	Cancel Call Waiting	\$ 5.00	\$ 3.00
Distinctive Ri	inging	\$ 5.00	\$ 4.00
Hotline		\$ 5.00	\$ 3.00
Long Distance	ce Only Acct. Codes		
Verified	•	\$ 5.00	\$10.00

Unverified	\$ 5.00	\$ 5.00
Message Waiting Indication	\$ 5.00	\$ 1.00
Selective Call Rejection	\$ 5.00	\$ 3.00
Speed Dialing		
8 Codes	\$ 5.00	\$ 2.00
30 Codes	\$ 5.00	\$ 4.00
3-Way Conference Calling	\$ 5.00	\$ 2.00
Toll Restriction	\$ 5.00	\$ 3.00
Warmline	\$ 5.00	\$ 3.00

^{*} To determine the applicability of options with respect to specific exchanges, refer to Section 4.1.4.

B) Multi Line Service

	Non-	Monthly
Intolonat Candas	Recurring	Recurring
Intelenet Service Per Line		
	Ф O 4 O E	047 77
Option 1	\$ 24.35	\$17.77
Option 2	\$ 24.35	\$19.67
Option 3	\$ 24.35	\$19.67
Central Office Termination	N1/A	# 5 70
Per Line	N/A	\$ 5.70
Service Order Charge	\$ 15.85	N/A
Subscriber Line Charge	N 1/A	0 = 00
Per Access Line	N/A	\$ 5.32
Group Speed Dialing	\$ 5.00	\$ 2.00
Long Distance Only		
Account Codes	A - - - -	^ 4000
Verified	\$ 5.00	\$10.00
Unverified	\$ 5.00	\$ 5.00
Toll Restriction	\$ 5.00	\$ 3.00
Basic Trunk Service		
Intelenet Service		
Per Line		
Option 1	\$ 24.35	\$17.77
Option 2	\$ 24.35	\$19.67
Option 3	\$ 24.35	\$19.67
Central Office Termination	•	•
Per Line	N/A	\$ 5.70
Service Order Charge	\$ 15.85	N/A
Subscriber Line Charge		
Per Access Line	N/A	\$ 5.32
DID Trunk Service		
Intelenet Service		
D T : ::	A 05 00	A00 75

\$ 35.00

\$23.75

E) Intelenet Full Service T-1

Per Termination

Link, Per T-1

C)

D)

Option 1	\$300.00	\$395.00
Option 2	\$300.00	\$395.00
Option 3	\$300.00	\$675.00
Port: DID/DOD (Per Channel)		
Option 1	\$30.00	\$27.00
Option 2	\$30.00	\$27.00
Option 3	\$30.00	\$27.00

F) Inteletrex Line Service

	Non- Recurring	Monthly Recurring
Intelenet Service		
Per Line		
Option 1	\$ 24.35	\$17.76
Option 2	\$ 24.35	\$19.66
Option 3	\$ 24.35	\$19.66
Central Office Termination		
Per Line	N/A	\$ 2.19
Service Order Charge	\$ 15.85	N/A
Subscriber Line Charge		
Per Access Line	N/A	\$ 5.32
Feature Pack 1	\$10.00	\$ 4.50
Feature Pack 2	\$10.00	\$ 9.50
Call Hold	\$ 5.00	\$ 2.00
Call Forward Busy	\$ 5.00	\$ 2.00
Call Forward Don't Answer	\$ 5.00	\$ 2.00
Call Transfer*	\$ 5.00	\$ 2.00
Call Park	\$ 5.00	\$ 2.00
Call Waiting/Cancel		·
Call Waiting	\$ 5.00	\$ 3.00
Distinctive Ringing	\$ 5.00	\$ 4.00
Directed Call Pick-up	\$ 5.00	\$ 2.00
Hotline	\$ 5.00	\$ 2.00
Long Distance Only		·
Acct. Codes		
Verified	\$ 5.00	\$10.00
Unverified	\$ 5.00	\$ 5.00
Group Call Pick-up	\$ 5.00	\$ 2.00
Message Waiting Indication	\$ 5.00	\$ 2.00
Selective Call Rejection	\$ 5.00	\$ 3.00
Speed Dialing		·
8 Codes	\$ 5.00	\$ 2.00
30 Codes	\$ 5.00	\$ 4.00
Group Speed Dialing	\$ 5.00	\$ 2.00
Intercom (Extension) Dialing	\$ 5.00	\$ 1.00
3-Way Conference Calling*	\$ 5.00	\$ 2.00
Toll Restriction	\$ 5.00	\$ 3.00
Warmline	\$ 5.00	\$ 3.00
-		,

^{*} Call Transfer and 3-Way Conference Calling cannot be on the same line together.

G) Obsolete Exchange Rates

Non- Monthly

	Recurring	Recurring
Single Line Service		
Per Line		
Option 1*	\$35.00	\$22.00
Option 2*	\$35.00	\$22.00
Option 3*	\$35.00	\$33.00
Multi Line Service		
Per Line		
Option 1*	\$35.00	\$23.50
Option 2*	\$35.00	\$23.50
Option 3*	\$35.00	\$35.00
Basic Trunk Service Per Trunk		
Option 1*	\$35.00	\$23.50
Option 2*	\$35.00	\$23.50
Option 3*	\$35.00	\$33.00
Analog DID Service		
Per Trunk*	\$35.00	\$30.50
Inteletrex Service		
- Rate Per Station Line		
Full Service (5 to 99 lines	s)*	
Option 1*	\$35.00	\$22.00
Option 2*	\$35.00	\$22.00
Option 3*	\$35.00	\$33.00

^{*} These rates are no longer available to new Customers as of July 3, 1997.

9.1.2 <u>Exchange Access Optional Features</u>

		Non-Recurring	Monthly Recurring
A)	<u>Directory Listings</u>		
	Each additional listing Non-Published Number	\$0.00* \$0.00*	\$1.95 \$0.00*
B)	Direct Inward Dial Service		
	Block of 20 DID Numbers First Block	\$35.00	\$3.00
	Block of 100 DID Numbers First Block	\$35.00	\$15.00
C)	Virtual Foreign Exchange Service		
	Account Setup (Per Account) Account Changes (Per Change) Account Changes	\$32.90 \$14.00	\$0.00 \$0.00

(Per Billing Record Change) Line Restoral Charge	\$14.00 \$87.70	\$0.00 \$0.00
(Per Trunk) Suspension of Service Restoral Charge (Per Trunk)	\$87.70	\$0.00
Trunk Charge (Per Trunk) ¹ Digital	\$0.00	\$100.00
Digital Trunk Charge (Per Trunk) ^{2/3}	N/C	\$23.00
Local ISDN-PRI Charge (Per Trunk) 2/3	N/C	\$23.00
VFX Charge (Per T-1)	N/C	\$695.00
DID Number Charge (First Block of 20) Each Add'l block of 20 numbers	\$174.20 \$54.20	\$0.00 \$0.00
DID number charge (Per block of 20 numbers)	\$0.00	\$3.45

Rates for a volume of numbers greater than 1,000 will be provided on an Individual Cases Basis.

- ¹ This service is not available to new subscribers effective June 1, 2002.
- This service is only available to new and existing customers who subscribe to a new term plan.
- ³ This charge is not available to new subscribers effective October 1, 2003.

VFX Service Term Plan

	Term Commitment/Discount				
Volume Commitment	<u>1 year</u>	2 years	3 years	4 years	5 years
\$ 100 /month	0.0%	3.0%	6.0%	9.0%	12.0%
250 /month	0.0	3.0	6.0	9.0	12.0
500 /month	0.0	3.0	6.0	9.0	12.0
1,000 /month	5.0	8.0	11.0	14.0	17.0
2,000 /month	5.0	8.0	11.0	14.0	17.0
3,000 /month	5.0	8.0	11.0	14.0	17.0
4,000 /month	5.0	8.0	11.0	14.0	17.0
5,000 /month	7.0	10.0	13.0	16.0	19.0
7,000 /month	7.0	10.0	13.0	16.0	19.0
120,000 /annual	9.0	12.0	15.0	18.0	21.0
180,000 /annual	9.0	12.0	15.0	18.0	21.0
300,000 /annual	11.0	14.0	17.0	20.0	23.0
600,000 /annual	13.0	16.0	19.0	22.0	25.0
900,000 /annual	16.0	19.0	22.0	25.0	25.0
1.2M /annual	19.0	22.0	25.0	25.0	25.0
1.8M /annual	22.0	25.0	25.0	25.0	25.0
2.4M /annual	25.0	25.0	25.0	25.0	25.0

Non- Monthly Recurring Recurring

	Per Retained Number Option 1 Option 2 Option 3	\$ 0.00* \$ 0.00* \$ 0.00*	\$ 0.00* \$ 0.00* \$ 0.00*
E)	Vanity Number Service	\$ 30.00	\$ 2.00
F)	Accounting Codes Verified Packages Unverified Packages	\$ 5.00 \$ 5.00	\$ 10.00 \$ 5.00
G)	Authorization Codes	\$ 0.00*	\$ 0.00*
H)	Speed Dialing Eight (8) Code List Per Line Thirty (30) Code List Per Line	\$ 0.00* \$ 0.00*	\$ 2.00 \$ 4.00
I)	Per Line Number Blocking	\$ 0.00*	\$ 0.00*
J)	Obsolete Feature Rates		
	Direct Inward Dial Service DID Additive - Per Port * Block of 20 DID Numbers * Block of 100 DID Numbers *	\$ 21.25 \$ 35.00 \$ 35.00	\$ 0.00 \$ 3.00 \$ 15.00
	Main Number Retention Per Retained Vanity Number Option 1 * Option 2 * Option 3 *	\$ 15.00 \$ 15.00 \$ 15.00	\$ 2.00 \$ 2.00 \$ 2.00

^{*} Charges may be reinstated at a later date

9.1.3 <u>Miscellaneous Offerings</u>

9.1.3.1 MCI Local Disaster Recovery Service

MCI Local Disaster Recovery Service is an optional feature for customers of MCI Local Line and/or Trunk Services. MCI Local Disaster Recovery Service is not available for circuits provided via UNE-P.

MCI Local Disaster Recovery Service provides MCI Local Customers with pre-established Local Disaster Recovery Plans to be invoked in case of a local line/trunk outage related to an emergency/disaster. MCI Local Disaster Recovery Service can be defined as a collection of actions, procedures, and information that is developed, tested and held in readiness for use in the event of an emergency/disaster. For purposes of this optional feature, an emergency/disaster is defined as any event that may cause a lengthy disruption of the Customer's local line/trunk service. These events include, but are not limited to, natural events, accidents, or events of sabotage. The customer must notify MCI when to invoke these pre-established plans with a secure password. These pre-established plans may consist of specific restoration processes involving the

^{*} These rates are no longer available to new Customers as of July 3, 1997.

redirection of traffic through Remote Call Forward Feature Service; or Trunk Group Redirection. More complex plans that involve over 100 numbers may also be established on an individual case basis. Changes or modifications to these plans can be made as part of the monthly recurring fee.

MCI Local Disaster Recovery Non Recurring Charges

\$ 750
\$ 850
\$1,000
\$1,500

MCI Local Disaster Recovery Monthly Recurring Charges

1 - 10 numbers:	\$ 50
11 - 40 numbers:	\$ 100
41 - 100 numbers:	\$ 200
101 numbers and above:	\$ 200

9.1.4 <u>Local Calling Service</u>

A)	Intelenet Local Calling Plan	\$0.0760
/\)	inteleffet Local Calling Flam	Ψ0.0700

B) IntraLATA Area Calling

Switched \$0.0740 Dedicated \$0.0700

9.1.5 Wholesale Local Service

Effective January 11, 2000, Wholesale Local Service is no longer available to new customers. In addition, current customers will be supported at current service levels but moves, additions and changes will no longer be available.

Carrier Disconnect Service

To cotablish discompact comics	Non Recurring
To establish disconnect service, per Carrier's customer's account.	no charge
To restore disconnect service, per Carrier's customer's account.	\$ 12.00
Cancellation charge	\$250.00
Date Change Charge	\$100.00
Service Order Charge	\$ 11.00
Record Order Change	\$ 6.00

Basic Business Line and Trunk Service

		Non-recurring	Monthly
		Installation Charges	<u>Recurring</u>
Α.	Basic Business Line,		
	per line	\$12.18	\$16.42

B. Basic Trunk Service,

per line \$12.18 \$16.42

T-1 \$124.20 \$492.74

Local Service

Access Area Rate Per Call
Cleveland Metro \$0.0560

IntraLATA Area Calling

Access Area Rate Per Minute of Use \$0.0700

Wholesale Local Service Discount Plan

The term and volume discounts for WLS apply as follows:

Monthly Billed	Month			
Charges	to	1 Year	2 Year	3 Year
(in thousands)	<u>Month</u>	<u>Term</u>	<u>Term</u>	<u>Term</u>
Up to \$50	0.0%	2.0%	5.0%	8.0%
\$50 to \$100	2.0%	3.0%	6.0%	9.0%
\$100 to \$250	3.0%	4.0%	7.0%	10.0%
\$250 to \$500	4.0%	5.0%	8.0%	11.0%
\$500 to \$750	5.0%	6.0%	9.0%	12.0%
\$750 to \$1,000	6.0%	7.0%	10.0%	14.0%
\$1,000 to \$2,000	7.0%	9.0%	13.0%	17.0%
Over \$2,000	8.0%	10.0%	15.0%	20.0%

If the Carrier Customer chooses to commit to a Minimum Monthly Revenue Commitment as well as a Term Commitment, additional discounting is available. If the Carrier Customer's Monthly Revenue Commitment is equal to or greater than \$100,000 per month, all of the percentages shown in the discount schedule above will be increased by the following:

Monthly Billed

Revenues	
(in thousands)	Discount
\$100 to \$250	1%
\$250 to \$500	1%
\$500 to \$750	2%
\$750 to \$1,000	2%
\$1,000 to \$2,000	3%
over \$2,000	3%
·	

Optional Features

Three-Way Calling	Non-Recurring \$2.00	Monthly Recurring \$2.00
Call Waiting/Cancel Call Waiting (not available on a line with Call Forward Busy)	\$2.00	\$3.00
Distinctive Ringing	\$2.00	\$3.00

Toll Restriction	\$2.00	\$2.00
Call Forward Busy (not available on a line with Call Waiting)	\$2.00	\$1.00
Call Forward Don't Answer	\$2.00	\$1.00
Speed Dialing 8	\$2.00	\$2.00
Speed Dialing 30	\$2.00	\$3.00
Vanity Number	\$30.00	\$2.00
Hotline (not available with ANY other features)	\$2.00	\$2.00

A. Feature Package I

Non Recurring	Monthly Recurring
\$5.00	\$4.00

B. Feature Package II

Non Recurring	Monthly Recurring	
\$5.00	\$700	

DID and DIOD:

		Non-Recurring	Monthly Recurring
A.	Block of 20 Numbers	\$87.00	\$2.50
B.	Block of 100 Numbers	\$87.00	\$12.00
C.	Add'l Block of 20 or		
	fraction thereof	\$27.00	\$2.50
D.	Termination per channel	\$110.00	\$15.75

ISDN/PRI:

10011/1 111.		
	Non Recurring Charge	Monthly Charge
A. 23B + D	\$1525.00	\$591.85
B. 24B	\$1525.00	\$591.85
C. 23B + b/u D	\$1625.00	\$663.25

Integrated T-1:

	Non-Recurring Charge	Monthly Charge
A. Base Integrated T-1 B. Local Service Channel	\$250.00 No Charge	\$340.00 \$ 6.36

9.2 Complementary Services

A) <u>Directory Assistance (Per Call)</u> Local: \$0.77

B) Operator Services

1) Per Minute Rates (Local Service)*

Person-to-Person	\$ 3.50
Station-to-Station	\$ 1.50
Operator Dialed Charge**	\$ 0.60
Busy Line Verification	\$ 2.00
Busy Line Interrupt	\$ 3.00
Billed to Non-Proprietary Calling Card	\$ 0.50

- * Customers receiving service pursuant to Section 9.5.2 prior to October 30, 1997, in lieu of the charges set forth herein, shall be charged the usage rate reflected in Section 10.6.5.B.
- ** Applies in addition to other operator charges.

2) Per Call Charges

Customer Dialed/Calling Card Station	\$1.20
Credit Card	\$1.50
Operator Station	\$2.25
Third Party	\$2.35
Person-to-Person	\$4.80
Operator Dialed Surcharge	\$1.15
Inmate Prison Collect*	
Person-to-Person	\$3.50
Station-to-Station	\$2.50

^{*} This charge shall be in addition to the usage charges set forth in Section 6.2.1.A.

9.3 Miscellaneous Services

A) Busy Line Verify and Line Interrupt Service

Per Request Charges:

Busy Line Verification \$1.20 Busy Line Verification and Interrupt \$1.85

B) Service Implementation

Per Service Order \$30.00

C) Restoration of Service

Per Service Order \$8.50

D) Summary Report Charge

Per Month Charge \$1.00

E) Dishonored Checks \$15.00

9.4 Special Arrangements

9.4.1 <u>Promotional Offerings</u>

A) MCI Loyalty Plus Promotion I

Offer: Existing Company customers who simultaneously order a new eligible Company service "unit" (see table below) and enroll that unit in this promotion will receive the following benefit: a one-time credit in the amount indicated in the table below, applied to the monthly recurring charges for the new Company service unit. The credit will be applied to the second full-month's invoice following activation of the new service unit. To receive the benefits of this promotion, each eligible service unit must be active, with no pending cancellation request, at the time the credit is applied. Except for this one-time credit, this promotion does not change the terms and conditions that apply to the new service unit.

Customers will also receive a waiver of the non-recurring Company-billed installation charges for installation following promotion enrollment of all eligible service units identified below. Usage charges, monthly recurring charges, expedite charges, change charges, surcharges, any charges imposed by third parties (including access, egress, jack, or wiring charges), taxes or tax-like surcharges, or other Governmental Charges will not be waived.

This promotion applies only with respect to new eligible Company service units ordered between July 7, 2003 and June 30, 2004, for installation within 30 days of order (or by Company's quoted installation date if later), by a Customer with at least one Company service which has been actively billing for at least 90 days prior to enrollment in this promotion.

Customer may enroll any eligible service unit, but any individual unit may be enrolled only once. Customer may not receive the benefits of any other promotional offering or discounts, other than Special Customer Arrangements (SCA) Guide Types 2, 3, 4, 5, 6, 7, 8 or 9 and Product Package SCA Guide Types 13, 14, 15 and 16 as described in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at www.mci.com on any enrolled unit.

TABLE OF ELIGIBLE COMPANY SERVICE UNITS AND CREDIT AMOUNTS

Product Group Voice	Sub-Product	Service Unit	Credit <u>Value</u>	Company Installation Charge Waiver (Yes/No)
	Local and Long Distance Service-Trunk Solution	Line/Trunk	\$50	Yes
	Local and Long Distance Service-Line Solution II	Line/Trunk	\$50	Yes

B) MCI Loyalty Plus Promotion II

Offer: Existing Company customers who simultaneously order a new eligible Company service "unit" (see table below) and enroll that unit in this promotion will receive the following benefit: two credits in the amount indicated in the table below, applied to the monthly recurring charges for the new Company service unit. The credits will be applied to the second full-month's and the sixth full-month's invoice following activation of the new service unit. To receive the benefits of this promotion, each eligible service unit must be active, with no pending cancellation request, at the time the credits are applied. Except for these two credits, this promotion does not change the terms and conditions that apply to the new service unit.

Customers will also receive a waiver of the non-recurring Company-billed installation charges for installation following promotion enrollment of all eligible service units identified below. Usage charges, monthly recurring charges, expedite charges, change charges, surcharges,

any charges imposed by third parties (including access, egress, jack, or wiring charges), taxes or tax-like surcharges, or other Governmental Charges will not be waived.

This promotion applies only with respect to new eligible Company service units ordered between July 7, 2003 and June 30, 2004, for installation within 30 days of order (or by Company's quoted installation date if later), by Customer with at least one Company service which has been actively billing for at least 90 days prior to enrollment in this promotion.

Customer may enroll any eligible service unit, but any individual unit may be enrolled only once. Customer may not receive the benefits of any other promotional offering or discounts, other than Special Customer Arrangements (SCA) Guide Types 2, 3, 4, 5, 6, 7, 8 or 9 and Product Package SCA Guide Types 13, 14, 15 and 16 as described in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at www.mci.com on any enrolled unit.

TABLE OF ELIGIBLE COMPANY SERVICE UNITS AND CREDIT AMOUNTS

Product <u>Group</u> Voice	Sub-Product	Service Unit	Credit <u>Value</u>	Company Installation Charge Waiver (Yes/No)
7 0.00	Local and Long Distance Service-Trunk Solution	Line/Trunk	\$50	Yes
	Local and Long Distance Service-Line Solution II	Line/Trunk	\$50	Yes

C) MCI Loyalty Plus Promotion III

Offer: Existing Company customers who simultaneously order a new eligible Company service "unit" (see table below) and enroll that unit in this promotion will receive the following benefit: three credits in the amount indicated in the table below, applied to the monthly recurring charges for the new Company service unit. The credits will be applied to the second full-month's, sixth full-month's, and twelfth full-month's invoice following activation of the new service unit. To receive the benefits of this promotion, each eligible service unit must be active, with no pending cancellation request, at the time the credits are applied. Except for these three credits, this promotion does not change the terms and conditions that apply to the new service unit.

Customers will also receive a waiver of the non-recurring Company-billed installation charges for installation following promotion enrollment of all eligible service units identified below. Usage charges, monthly recurring charges, expedite charges, change charges, surcharges, any charges imposed by third parties (including access, egress, jack, or wiring charges), taxes or tax-like surcharges, or other Governmental Charges will not be waived.

This promotion applies only with respect to new eligible Company service units ordered between July 7, 2003 and June 30, 2004, for installation within 30 days of order (or by Company's quoted installation date if later), by a Customer with at least one Company service which has been actively billing for at least 90 days prior to enrollment in this promotion.

Customer may enroll any eligible service unit, but any individual unit may be enrolled only once. Customer may not receive the benefits of any other promotional offering or discounts, other than Special Customer Arrangements (SCA) Guide Types 2, 3, 4, 5, 6, 7, 8 or 9 and

Product Package SCA Guide Types 13, 14, 15 and 16 as described in the Company's "Service Publication and Price Guide" (The Guide) located on the Company's website at www.mci.com on any enrolled unit.

TABLE OF ELIGIBLE COMPANY SERVICE UNITS AND CREDIT AMOUNTS

Product Group Voice	Sub-Product	Service Unit	Credit <u>Value</u>	Company Installation Charge Waiver (Yes/No)
	Local and Long Distance Service-Trunk Solution	Line/Trunk	\$50	Yes
	Local and Long Distance Service-Line Solution II	Line/Trunk	\$50	Yes

D) <u>Install Waiver Promotion</u>

Beginning September 1, 2003 and ending November 30, 2003, the Company will offer this promotion to all new business facilities based customers who convert existing local exchange service from another local exchange carrier to MCImetro Local Services or existing customers adding MCImetro Local Services. To receive the benefits of this promotion, customer must commit, at the time of converting to MCImetro Local Service, to at least a two year term commitment under the Local On Net Term Plan discount Program. Eligible customers will have the installation charges listed below waived for the length of their committed term:

Account Setup

Account Charges (including Moves, Changes, Additions and Billing Record Changes)
Line Connection Charges (Local Line, Local Trunk-Basic, Local Trunk DID, Local Trunk-2 Way
Direct)

Direct Inward Dialing (DID)/2 Way Direct Installation for Blocks of DID/2 Way Direct Numbers Vanity Number Non-Recurring Charge

Directory Listing Non-Recurring Charges

Non-Recurring Charges for Local ISDN-PRI T-1 installation and optional features Selective Call Screening Non-Recurring Charge

Non-Recurring charges for Optional Features

Customers who terminate their term plan prior to the expiration of the committed term will no longer receive the benefits of this promotion. New lines, trunks, or new locations added after the initial service install are not eligible for the installation waiver for the committed term. Additional services converted from another local exchange carrier after the initial service install will be eligible for the install waiver for the committed term. Customers who receive service under a Special Contract Arrangement (SCA) are eligible to receive the benefits of this promotion.

E) MCI Business Services Install Guarantee

Offer: A credit equal to the charges, excluding third-party charges, pass-through charges and expedite charges, paid by Customer for Company exchange service installed under Customer's new term plan and prior to March 31, 2004: (i) which Company fails to install on or before the installation date specified in the Company's agreement with the Customer, excluding failure which results from Customer order change or any other act or omission by the Customer, as determined in the Company's sole discretion; and, (ii) about which failure Customer submits to

Company an Installation Commitment Submission Form, located on Company Internet site, www.mci.com, within 30 days of the scheduled installation date.

<u>Eligibility:</u> Between December 1, 2003 and June 30, 2004, Customer must: enroll in this promotion; and, enter into a new term plan for Company exchange service with a term of service which equals or exceed one year.

F) MCI Business Services 90 Day Satisfaction Guarantee

Offer: The Company will waive applicable early termination and underutilization charges under a term plan, if the Company, within 90 days of the contract effective date, receives written notification from the Customer that it wishes to discontinue the plan. In order to exercise this right, Customer must provide MCI with at least 30 days written notice per the notice provision in the agreement. For any Customer electing to discontinue service under a plan and timely notifying the Company of its intent, service will terminate under the plan 60 days after the date of receipt of the Customer notification. Customers who terminate under this guarantee will be billed and required to repay all credits, including installation credits received under the plan. Customers who have received a product specific promotional benefit and have not met the requirements for the specific benefit shall also reimburse MCI on a pro-rata basis for such other credits received and charges waived.

This Guarantee applies only with respect to new eligible Company Customers who receive Company service provided under a contract entered into between December 1, 2003 and June 30, 2004. Customers must enter into a new term plan with a term of service, which equals or exceeds one year. Customer must not have had any MCI billing within the past 90 days.

G) Long Distance Express Promotion

Beginning March 5, 2002, and ending June 30, 2002, the Company will offer the following promotion to new and existing customers business customers who receive interstate service under Special Customer Arrangement (SCA) Guide Type 1 as described in the MCl's "Service Publication and Price Guide" located on the Company's website at www.mci.com.

To be eligible to receive the benefits of this promotion, the customer must commit to a new term of service for a one year or two-year term.

<u>Benefits</u>: The following per-minute usage rate will apply to intrastate usage. Usage rates are based on origination type for outbound (including calling card) usage and termination type for inbound usage.

Outbound Service Origination Type/

Inbound Service Termination Type Per-Minute Rate

Dedicated: \$0.0556 Local Network Connection: \$0.0527 Switched/Card: \$0.0812

<u>Other Conditions</u>: Customers enrolled in this promotion are not eligible to receive the benefits of any discounts (including term plan discount) or other promotions.

9.4.2 Obsolete Promotional Offerings

A) Centrex Pricing Promotion

Between September 16, 1996 and March 31, 1997, Customers subscribing to Total Solution Gold Service via resold Centrex access, and who commit to month-to-month, one or two year term plans, as described in Section 9.1.2, are eligible for the following rates:

<u>Outbound</u>	
Service (Term) Plan	Rate Per Minute
Month to Month	\$0.1125
1 Year	\$0.1075
2 Year	\$0.1025
Inbound	
Service (Term) Plan	Rate Per Minute
Month to Month	\$0.1225
1 Year	\$0.1075
2 Year	\$0.1025

9.5 Obsolete Services

9.5.1 Local Calling Plan

A) Option 1 - Local Calling Plan

_	Rate
1st Minute	\$0.03
Each Additional Minute	\$0.01

B) Option 2 - Local Calling Plan

Per Call Anytime: \$0.07

C) Option 3 - Local Calling Plan

Unlimited Calling

		Non-	Monthly
		<u>Recurring</u>	<u>Recurring</u>
9.5.2	Basic Line Service		
	Per Line		
	Option 1	\$35.00	\$22.00
	Option 2	\$35.00	\$22.00
	Option 3	\$35.00	\$33.00
9.5.3	Key Line Service		
	Per Line		
	Option 1	\$35.00	\$23.50
	Option 2	\$35.00	\$23.50
	Option 3	\$35.00	\$35.00
9.5.4	Basic Trunk Service		
	Per Line		
	Option 1	\$35.00	\$23.50
	Option 2	\$35.00	\$23.50
	Option 3	\$35.00	\$33.00

9.5.5 <u>Centrex Service - Rate Per</u>

Station	

Full Service (5 to 99 lines)

Option 1	\$35.00	\$22.00
Option 2	\$35.00	\$22.00
Option 3	\$35.00	\$33.00

9.5.6 GRANDFATHERED INTERMEDIA SERVICES

9.5.6.1 <u>Exchange Access Services Current Rates</u>

A. <u>Single T Private Branch Exchange Service - Intermedia Facilities</u>

Monthly Recurring (Per Channel)

	Cincinnati Areas		Cleveland Areas	
	<u>Digital</u>	<u>Analog</u>	<u>Digital</u>	<u>Analog</u>
12 month agreement	\$38.13	\$46.46	\$23.13	\$31.46
24 month agreement	\$34.31	\$41.81	\$20.81	\$28.31
36 month agreement	\$32.41	\$39.49	\$19.66	\$26.74

Non-Recurring (per T-1) - All areas

	<u>Digital</u>	<u>Analog</u>
12 month agreement	\$500	\$500
24 month agreement	\$250	\$250
36 month agreement	\$ 0	\$ 0

*Cleveland Areas Only - Per call charge Per call \$0.05

B. Single T Primary Rate Interface (PRI)

Monthly Recurring

	Cincinnati Areas		Cleveland Area	<u>ıs</u> *
	Full PRI	Fractional	Full PRI	Fractional
	(24 Channels)	PRI*	(24 Channels)	PRI*
12 month agreement	\$915.00	\$38.13	\$555.00	\$23.13
24 month agreement	\$823.50	\$34.31	\$463.50	\$20.81
36 month agreement	\$777.75	\$32.41	\$417.75	\$19.66

Nonrecurring - Installation - All Areas

12 month agreement	\$500	
24 month agreement	\$250	\$250
36 month agreement	\$ 0	\$ 0

*Cleveland Areas Only - Per call charge

Per call \$0.05

C. Optional Business Features - Intermedia Facilities

Direct Inward Dial (DID) Service

^{*} Fractional PRI Service requires a minimum of 13 channels (12b+d)

Monthly Recurring		Non-Recurring	
1st Block of 20	\$4.00	1st Block of 20	\$500
Add'l Blocks of 20	\$4.00	Add'l Blocks of 20	\$15

D. <u>Unified Voice Services</u>

	<u>Monthl</u>	y Rates
TOUNK	Cincinnati	Cleveland
TRUNK Central Office Trunk (loop start)	\$38.00	\$17.00
Central Office Trunk (ground start)	\$43.00	\$16.00
<u>LINE</u>		
Business Line 8-50	\$32.00	\$17.00
Business Line 51+	\$31.00	\$16.00
Business Line 8-50 w/Feature Package A	\$46.00	\$26.00
Business Line 51+ w/Feature Package A	\$45.00	\$25.00
Business Line 8-50 w/Feature Package B	\$65.25	\$40.00
Business Line 51+ w/Feature Package B	\$64.25	\$39.00
Business Line 8-50 Fax/Modem	\$32.00	\$17.00
Business Line 51+ Fax/Modem	\$31.00	\$16.00
OPTIONAL FEATURES		
Automatic Line (Hotline)**	\$3.50	\$3.50
Call Forwarding - Universal	\$3.50	\$3.50
Call Forwarding - No Answer	\$3.25	\$3.25
Call Forwarding - Busy	\$3.25	\$3.25
Call Waiting	\$5.00	\$5.00
Call Transfer	\$2.50	\$2.50
Three-Way Conference	\$3.50	\$3.50
Call Forwarding - Remote Access	\$3.00	\$3.00
Calling Name and Number Delivery	\$10.00	\$9.00

Calling Number Delivery	\$10.00	\$6.50
Speed Call Long (30 Numbers)**	\$5.00	\$4.00
Station Controlled Conference Call**	\$4.00	\$4.00
Toll Denial/Restrictions (Code Restrictions)	\$3.25	\$3.25
Block 900, 976	NC	NC
Block 1+555, 1+NPA+555	\$1.00	\$1.00
Block 411	\$1.00	\$1.00
Block 0+, 0-	\$1.00	\$1.00
Block International	\$1.00	\$1.00
Directory Number Hunting (Circular)	\$5.00	\$5.00
Call Pickup	\$2.50	\$2.50
Abbreviated Dialing (Group Intercom)	\$3.25	\$3.25
Abbreviated Dialing (Group Intercom) - Extended	\$7.75	\$7.75
Calling Number Delivery Blocking	NC	NC
Uniform Call Distribution**	\$2.50	\$2.50
ADDITIONAL CHARGES		
CO Trunk Installation	\$35.00	\$35.00
Business Line Installation, each	\$35.00	\$35.00
Additional Directory Listings	\$2.00	\$2.00
** Nichtalia and and to Touring		

^{**} Not to be assigned to Trunks

E. ISDN Primary Rate Interface (PRI) Service

 a. Collocated PR

	Non-Recurring Charge	Monthly Recurring Charge
PRI's 1-10, per PRI	\$300	\$515
PRI's 11-50, per PRI	\$250	\$460
PRI's >50, per PRI	\$150	\$425

b. On-Net PRI

	Non-Recurring Charge	Monthly Recurring Charge
PRI's 1-10, per PRI	\$400	\$570

PRI's 11-50, per PRI \$300 \$490 PRI's >50, per PRI \$200 \$430

c. Off-Net PRI

d. Virtual FX PRI Service

Non-Recurring Charge \$300 Monthly Recurring Charge \$275

First PRI's \$300 \$275 Additional PRI's \$35 \$40

e. PRI Network Access NFAS Arrangement

Non-Recurring Charge Monthly Recurring Charge

\$75 \$15

f. Dial Line Service

Per Arrangements

Non-Recurring Charge Monthly Recurring Charge

Per Dial Line \$35 \$25

F. Operator-Assisted Services

Operator Charges (per call)

Person-to-Person: \$2.49 Station-to-Station: \$0.99 Calling Card/Credit Card: \$0.79

When more than one class of service is involved, only the higher surcharge is applicable.

G. Operator Dialed Surcharge

Operator Dialed Surcharge: \$0.74

H. Busy Line Verify and Line Interrupt Service

Busy Line Verify Service \$1.20 Busy Line Verify and Line Interrupt Service \$1.85

I. <u>Directory Assistance</u>

Per Request: \$0.90