

OHIO TELECOMMUNICATIONS TARIFF

applicable to

Competitive Local Exchange Carrier Services

provided by

PNG TELECOMMUNICATIONS, INC.

d/b/a PowerNet Global Communications
100 Commercial Drive
Fairfield, OH 45014

Regulations and Schedule of Charges Applying to
Competitive Facilities-Based and Resold Local
Exchange Telecommunications Services

(Replaces PNG Telecommunications, Inc. P.U.C.O. Tariff No. 1 in its entirety)

This tariff ("Tariff¹") contains the descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed Local Exchange telecommunications Services provided by PNG Communications, Inc. d/b/a PowerNet Global Communications ("Company") within the State of Ohio. This Tariff is on file with the Public Utilities Commission of Ohio. Copies may be inspected during normal business hours at Company's principal place of business: 100 Commercial Drive, Fairfield, Ohio 45014.

Issued: January 8, 2007

Effective Date: March 5, 2007

Dennis Packer, General Counsel
PNG Telecommunications, Inc.
100 Commercial Drive
Fairfield, Ohio 45014

Issued under authority of the Public Utilities Commission of Ohio, pursuant to Commission
Order Dated September 30, 1999, in Case No. 98-1094-TP-ACE

CHECKLIST

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

Page	Version	Page	Version	Page	Version	Page	Version
Title	Original						
1	3rd Revised*	31	Original	61	Original	89	Original
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16	Original	46	Original	76	Original	104	1st Revised
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30	Original	60	Original				

* New/Revised Page this
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EXPLANATION OF SYMBOLS

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

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify a rate increase.
- (M) To signify material relocated from or to another part of Tariff schedule with no change in text, rate, rules or conditions.
- (N) To signify new materials including listing, rate, rule or condition.
- (R) To signify a rate reduction.
- (T) To signify change in wording of text but not change in rate, rule or condition.

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TARIFF FORMAT

- A. Page Numbering:** Page numbers appear in the upper right corner of the Page. Pages are numbered sequentially. However, occasionally, when a new Page is added between Pages already in effect, a decimal is added. For example, a new Page added between Pages 14 and 15 would be 14.1.
- B. Page Revision Numbers:** Revision numbers also appear in the upper right corner of each Page. These numbers are used to determine the most current Page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current Page number on file with the Commission is not always the Page in effect. Consult the Check Page for the Page currently in effect.
- C. Paragraph Numbering Sequence:** There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I(i).
 - 2.1.1.A.1.(a).I(i).(1).
- D. Check Pages:** When a tariff filing is made with the Commission, an updated Check Page accompanies the tariff filing. The Check Page lists the Pages contained in the tariff with a cross-reference to the current revision number. When new Pages are added, the Check Page is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this Page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some Pages). The tariff user should refer to the latest Check Page to find if a particular Page is the most current on file with the Commission.

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SECTION 1 – APPLICATION OF TARIFF

- 1.1.** This Tariff contains the regulations and rates applicable to furnishing of local exchange telecommunications Services provided by Company to Customers for telecommunications between points within the State of Ohio. Company's Services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.
- 1.2.** Company has been authorized to provide competitive Local Exchange Services in the area of Ohio currently served by SBC Communications, Inc. and Verizon North.
- 1.3.** The rates and regulations contained in this Tariff apply only to the Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local Exchange telephone company or other common Carrier for use in accessing the Services of Company.
- 1.4.** Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.
- 1.5.** The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.
- 1.6.** The Customer is entitled to limit the use of Company's Services by End Users at the Customer's facilities, and may use other common Carriers in addition to or in lieu of Company.
- 1.7.** The Company's Services herein are offered pursuant to the Minimum Telephone Service Standards (MTSS), with which the Company will comply.
- 1.8.** This Tariff will be maintained and made available for inspection by any Customer at Company's principal business office at 100 Commercial Drive, Fairfield, OH 45014 and on the Company's web site, www.powernetglobal.com.

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SECTION 2 – DEFINITIONS

Certain terms used generally throughout this Tariff for Communications Service of this Company are defined below.

- 2.1. Access Line:** A circuit providing Exchange Service between a Customer's standard network interface and a serving switching center.
- 2.2. Advance Payment:** Part or all of a payment required before the start of Service.
- 2.3. Applicant:** The individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which has applied to the Company for Services provided pursuant to this Tariff.
- 2.4. Authorized User:** A person, firm or corporation which is authorized by the Customer to be connected to or use the Service of the Customer.
- 2.5 B Channel:** Provides one voice or data Channel on the Primary Rate Interface or Primary Rate Port to the PSTN.
- 2.6. Basic Local Exchange Service:** Service that includes the following:
- Single-party Service;
 - Voice grade access to the public switched network;
 - Support for local use;
 - Dual tone multifrequency signaling (touch-tone);
 - Access to emergency Services (E911);
 - Access to operator Services;
 - Access to Interexchange Services;
 - Access to directory assistance; and
 - Toll limitation Services.
- 2.7. Business Customer:** A Business Customer is a Customer who subscribes to the PNG's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

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SECTION 2 – DEFINITIONS, Continued

- 2.8. Business Service:** Service will be classified as Business Service if:
- A. The Service is used primarily or substantially for a paid commercial, professional or institutional activity; or
 - B. The Service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
 - C. The Service number is listed as the principal or only number for a business in any telecommunications directory; or
 - D. The Service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided.
- 2.9. Called Station:** The terminating point of a call (i.e., the called number).
- 2.10. Carrier:** An entity certified by the Commission to provide telecommunications Services within Ohio. Companies providing telecommunications Services but for which certification is not required by Commission are also included in this definition.
- 2.11. Channel:** A communications path between two or more points of termination.
- 2.12. Commission:** Public Utilities Commission of Ohio.
- 2.13. Commission Rule(s):** The rules of the Public Utilities Commission of Ohio as set forth in the Ohio Administrative Code (OAC).
- 2.14. Company:** PNG Telecommunications, Inc., the issuer of this Tariff.
- 2.15. Customer Premises:** A location(s) designated by the Customer for the purposes of connecting to Company's Services.

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SECTION 2 – DEFINITIONS, Continued

- 2.16. Customer:** The person, firm or corporation which purchases Service and is responsible for the payment of charges and compliance with the Company's regulations.
- 2.17. D Channel:** Provides one Channel for the out-of-band signaling required. A single D Channel may control more than one Primary Rate Interface or Port.
- 2.18. Denied Service Restoral Charge:** a charge applying to the restoral of service to an individual line service, private branch exchange or Centrex system after denial of service for nonpayment.
- 2.19. Disconnect or Disconnection:** The termination of a circuit connection between the Originating Station and the Called Station or Company's operator.
- 2.20. Discontinue or Discontinuance:** A permanent cessation of telephone services.
- 2.21. End User:** Any person, firm, corporation, partnership or other entity which uses the Services of PNG under the provisions and regulations of this Tariff. The End User is responsible for payment unless the charges for the Services utilized are accepted and paid by another Customer.
- 2.22. End User Common Line Charge:** Charge assessed for each line between the premises of an end user and a Class 5 office that is used for local exchange service transmissions. The charge is compensation for use of the local loop for the purposes of originating/terminating interLATA long distance calls.
- 2.23. Exchange:** A basic unit for the administration of communication Services in a specified area, called the Exchange Area. It usually consists of one or more central offices together with the associated plant used in furnishing communication Service in that area.
- 2.24. Exchange Area:** The territory included within the boundaries of an Exchange, as shown on maps on file with the Commission.

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SECTION 2 – DEFINITIONS, Continued

2.25. Facility: Includes, in the aggregate or otherwise, but is not limited to, the following:

Channels	Lines
Apparatus	Devices
Equipment	Accessories
Communications paths	Systems

which are provided by Company and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

2.26. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed federal government holiday.

2.27. Installation Charges: Charges, which are assessed on a non-recurring basis at the establishment of a Service. The terms "Installation Charges" and "non-recurring charges" are used inter-changeably within this Tariff to refer to non-variable charges.

2.28. Interexchange: Telephone calls, traffic, Facilities or other items that originate in one Exchange and terminate in another.

2.29. InterLATA: A term used to describe Services, functions, etc., that relate to telecommunications originating in one LATA and terminating outside of the originating LATA.

2.30. IntraLATA: A term used to describe Services, revenues, functions, etc., that relate to the telecommunications that originate and terminate within the same LATA.

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

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SECTION 2 – DEFINITIONS, Continued

- 2.32. Line Restoral Charge:** A charge applying to the restoral of service to each local exchange line, PBX trunk or WATS access line suspended at the request of the Customer or End User.
- 2.33. Local Calling Area:** One or more rate centers within which a Customer can place calls without incurring long-distance (toll) charges.
- 2.34. Local Exchange Carrier:** A company which furnishes Local Exchange telecommunications Service.
- 2.35. Local Exchange Service:** The furnishing of telecommunications Service to individual Residence and Business Customers within a specified geographical area for Basic Local Exchange Service.
- 2.36. Major Service Interruption:** An interruption of Customer Service due to the Company's negligence or due to its noncompliance with the provisions of this Tariff.
- 2.37. MTSS:** Minimum Telephone Service Standards
- 2.38. Operator Dialed Charge:** The End User places the call without dialing the destination number, although the capability to do it himself exists. The End User will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the Called Station.
- 2.39. Operator Dialed:** Applies a surcharge to operator Station, person-to-person, station collect, person collect and third party rated calls when the Customer has the capacity 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.
- 2.40. Outage:** An interruption of the local, toll or 9-1-1 service of a substantial number of the local serving area's subscribers (the smaller of twenty-five (25%) or 2,000 of the local serving area's access lines) for a time period in excess of one hour.
- 2.41. Premises:** 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.

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SECTION 2 – DEFINITIONS, Continued

- 2.42. Primary Rate Interface (“PRI”):** Provides a Digital multichannel transmission path between the Customer’s PRI serving Central Office and the Customer’s demarcation point. The Interface includes the PRI Port and the facility between the Customer’s Premises and the PRI serving office.
- 2.43. Primary Rate Port:** A PRI connection that does not include the facility between the Customer’s premises and the PRI serving office. The connection is made using a transport facility purchased separately and must be at a minimum DS1 level.
- 2.44. Recurring Charges:** The monthly charges to the Customer for Services, Facilities and equipment, which continue for the agreed upon duration of the Service.
- 2.45. Residential Customer:** A Residential Customer is a person to whom telecommunications Services are furnished by PNG predominantly for personal or domestic purposes at the person’s dwelling.
- 2.46. Residential Service:** Service will be classified as Residential Service if none of the conditions of Business Service preceding apply, and:
- A. The use of the Service is primarily and substantially of a social or domestic nature, and
 - B. Service is located in a residence or, in the case of a combined business and residence Premises, the Service is located in a bona fide residential quarters of such Premises while Business Service is located in the business quarters of the same Premises.
- 2.47. Service Commencement Date:** The first day following the date on which the Company notifies the Customer that the requested Service or Facility is available for use, unless extended by the Customer’s refusal to accept Service which does not conform to standards set forth in the Service Order or the tariffs of the Company, 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.

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SECTION 2 – DEFINITIONS, Continued

- 2.48. Service Order:** The written request for Company Services submitted by the Customer 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 herein and pursuant to the tariffs of the Company, but the duration of the Service is calculated from the Service Commencement Date.
- 2.49. Service(s):** The telecommunications Services that Company offers pursuant to this Tariff. *See also Tier I and Tier II Services.*
- 2.50. Station:** Telephone equipment from or to which calls are placed.
- 2.51. Station-to-Station:** Station-to-station calls are those calls where the person originating the call to an operator does not specify any particular person, station point or department. The call may be billed to the called party.
- 2.52. Suspend or Suspension:** The temporary cessation of individual telecommunications services to Customers, which may be followed by Disconnection.
- 2.53. Telecommunications Relay Service (TRS):** Enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices, to communicate freely with the hearing population not using text telephone and visa versa.

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SECTION 2 – DEFINITIONS, Continued

- 2.54. Tier I Services:** Include Basic Local Exchange Service as defined in Section 49270.01 of the Ohio Revised Code and the following services as indicated in Commission Rule 4901:1-6-20. Tier I services are tariffed herein at maximum and actual rates per Commission Rule 4901:1-6-20(B)(1)(b).

Tier 1 core services

- (i) Basic local exchange service.
- (ii) Basic caller identification (number delivery only services).

Tier 1 non-core services

- (i) Second and third local exchange service access lines.
- (ii) Call waiting.
- (iii) Call trace (*57).
- (iv) Centrex access lines.
- (v) Private branch exchange (PBX) trunks.
- (vi) Per line number identification blocking.
- (vii) Nonpublished number service.
- (viii) N-1-1 access and usage, unless exempted.

- 2.55. Tier II Services:** Tier II services include services that do not fall under Tier I. Tier II services include the Company's local/long distance/custom calling services packages, pursuant to Commission Rule 4901:1-6-21(C)(2). Tier II services are not subject to maximum rate regulation and, thus, are tariffed herein at actual rates.

- 2.56. User:** A Customer or any other person, whether authorized or not, using Service provided to the Customer under a Company tariff.

- 2.57. White Pages Directory Listing or Directory Listing:** A Directory Listing found in the local White Pages telephone directory.

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SECTION 3 – RULES AND REGULATIONS

3.1. UNDERTAKING OF THE COMPANY

- 3.1.1.** The Company does not undertake to transmit messages but offers the use of its Facilities for the transmission of communications.
- 3.1.2.** Customers and Users may use Services and Facilities provided under the tariffs of the Company to obtain access to services offered by other companies. The Company is responsible for the Services and Facilities provided under its tariffs, and for its unregulated services provided pursuant to contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate such entity's own services, or to communicate with such entity's own customers.
- 3.1.3.** The Company shall have no responsibility with respect to billings, charges or disputes related to services used by the Customer which are not included in the Services herein including, without limitation, any local, regional or long distance Services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.2. DESCRIPTION OF SERVICE

Company Service consists of any of the Services offered pursuant to this Tariff, either individually or in combination. Each Service is offered independent of the others, unless otherwise noted. Service is offered via the Company's Facilities or in combination with transmission facilities provided by other certificated Carriers. Pursuant to Chapter 49 of the Ohio Revised Code, all services furnished by the Company pursuant to this tariff are classified as local exchange services.

3.3. APPLICATION FOR SERVICE

A Customer desiring to obtain Service may be required to complete the appropriate Service Order form and submit the Service Order in compliance with Company subscription requirements as may be established from time to time.

3.4. SHORTAGE OF EQUIPMENT OR FACILITIES

3.4.1. 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, on a nondiscriminatory basis.

3.4.2. The furnishing of Service under the tariffs of the Company is subject to the availability on a continuing basis of all the necessary Facilities and is limited to the reasonable 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.

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SECTION 3 - RULES AND REGULATIONS, Continued

3.5. TERMS AND CONDITIONS

- 3.5.1. Residential Customers may cancel Service at any time. Commercial Customers may cancel Service at any time unless prohibited by a Customer executed agreement.
- 3.5.2. Service shall be provided and billed on the basis of a minimum period of at least one month. The Customer must pay the regular tariffed rate for Service for the minimum period of Service if Service is Discontinued during the initial minimum Service period. If a Customer Discontinues Service after the initial minimum Service period has ended, then the Customer will be billed pro rata for Services rendered.
- 3.5.3. 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 the tariffs of the Company. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- 3.5.4. 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 Discontinued by either party. Any Discontinuance shall not relieve Customer of the Customer's obligation to pay any charges incurred under the Service Order and the tariffs of the Company prior to the Discontinuance. The rights and obligations which by their nature extend beyond the Discontinuance of the term of the Service Order shall survive such Discontinuance.
- 3.5.5. The tariffs of the Company shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.
- 3.5.6. PNG may act as the customer's agent for ordering access to connection facilities provided by other carriers or entities, when authorized by the customer, to allow provision of services by PNG. The customer will be responsible for all charges due for such service arrangement. All orders for switching a customer's Primary Interexchange Carrier will be verified according to the procedures set forth by the Federal Communications Commission in 47 C.F.R. §§ 64.1100-64.1101. (N)
- 3.5.7. All practices of the Company pertaining to the provision of toll Service shall also conform to the MTSS. Customers have certain rights and responsibilities under the Minimum Telephone Service Standards. These safeguards can be found in the Appendix to Ohio Adm. Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities." These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service. (N)

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SECTION 3 – RULES AND REGULATIONS, Continued

3.6. LIABILITY OF THE COMPANY

3.6.1. Generally -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.

3.6.2. Limits of Liability: The liability of Company for damages arising out of the furnishing of, or failing to furnish, its Services, including but not limited to mistakes, omission, Disconnections, interruptions, delays, acts of a third party, errors, defects, or representations, whether caused by acts or omissions is limited to the extension of allowances for interruption as set forth in this Tariff. Such allowances for interruptions are the sole remedy of the Customer and the sole liability of Company. 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, acts of a third party, or the acts or omissions of Company, its employees or agents.

Company will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:

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SECTION 3 – RULES AND REGULATIONS, Continued

3.6. LIABILITY OF THE COMPANY, Continued

3.6.2. Limits of Liability:

- A. Circumstances Beyond the Company's Control: 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 when it does not involve the Company's employees, pursuant to 4901:1-5-16 O.A.C.
- B. Acts of Other Entities: 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 Carriers or suppliers.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.6. LIABILITY OF THE COMPANY, Continued

3.6.2. *Limits of Liability*, Continued

- C. Acts of the Customer: The Company shall not be liable for any damages or losses due to the fault of negligence of the Customer, its employees, agents, or suppliers, or due to the failure or malfunction of Customer-provided equipment or facilities. This limitation of liability also pertains to Customer Premises equipment purchased or leased from the Company by the Customer.
- D. Damage to Customer's Premises: 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, or supplying Carriers to the Company, shall be deemed to be agents or employees of the Company.
- E. Liability for Acts of Other Carriers or Companies: The Company shall not be liable for any act or omission of any other company or companies supplying 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.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.6. LIABILITY OF THE COMPANY, Continued

3.6.2. Limits of Liability, Continued

- F. Liability for Transmission Errors and Personal Injury- The Company shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the Service of the Company,
1. caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billings for the period of Service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs) pursuant to Chapter 4901:1-5-16 O.A.C., or
 2. not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.
- G. Discontinuance of Service: The Company shall not be liable for the Discontinuance of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages or lost profits, so long as such Discontinuance of Service complied with the applicable rules and regulations; or
- H. Violations: The Company shall not be liable for violations of the obligations of the Customer under this Tariff, or
- I. Interruption: The Company shall not be liable for the interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service as set forth in this Tariff; or

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SECTION 3 – RULES AND REGULATIONS, Continued

3.6. LIABILITY OF THE COMPANY, Continued

3.6.2. Limits of Liability, Continued

- J. Loss, Destruction or Damage: The Company shall not be liable for any, loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Company, Customer, Authorized User or their employees, agents representatives or invitees; or
- K. Unlawful Acts: The Company shall not be liable for unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment.
- L. Disclosure: The Company shall not be liable for misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Tariff, so long as Company has complied with any applicable rules and regulation related thereto; or
- M. Fees: The Company shall not be liable for fees Company delivered to a jurisdiction in question and not returned to Company as provided in the Taxes Section of this Tariff; or
- N. Unauthorized Use: The Company shall not be liable for any unauthorized use of the Service provided to Customer.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.6. LIABILITY OF THE COMPANY, Continued

3.6.3. Indemnification: 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 directly or indirectly from Customer's use of Services furnished under this Tariff, including:

- A. 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; or
- B. a breach in the privacy or security of communications transmitted over Company's Facilities; or
- C. patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from
 - 1. combining (or using in connection with) Company-provided Services and equipment with any facilities, services functions, or products provided by the Customer or Authorized User or
 - 2. use of Services, functions, or products, which Company furnished in a manner, Company did not contemplate and over which Company exercises no control. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, will obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim in infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement; or
 - 3. 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, or

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SECTION 3 – RULES AND REGULATIONS, Continued

3.6. LIABILITY OF THE COMPANY, Continued

3.6.3. Indemnification, Continued

4. any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of the applicable Company tariff.
- D. Limitations of Damages and of Period for Bringing Claims: 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 three years after the Service related to the claim is rendered.
- E. Express and Implied Warranties: 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.
- F. Service Installation and Operation in Hazardous Locations: The Company does not guarantee or 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, harm, or death of, any person or persons, or 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, locations or use of service furnished by the Company at such locations. The Company reserves the right to require each Business Customer to sign an agreement acknowledging acceptance of the provisions of this Section 3.6.3 (F) as a condition precedent to such installations.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.6. LIABILITY OF THE COMPANY, Continued

3.6.3. Indemnification, Continued

- G. **Connection to the Company's Network:** The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's 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 system or that of its agent is properly interfaced with the Company's Service, that the signals emitted into the Company's network are of the proper mode, band-width, power data speed, and signal level for the intended use of the Customer and 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.
- H. **THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.**

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SECTION 3 – RULES AND REGULATIONS, Continued

3.6. LIABILITY OF THE COMPANY, Continued

3.6.3. Indemnification, Continued

- I. Errors in Billing: The liability of Company for errors in billing that result in overpayment by the Customer will 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.
- J. Provision of Service: the Company will not be liable for any refusals or failures to provide or delays in commencing Service to any Customer pursuant to Section 3.6.2., or for any failure to provide or maintain Service at any particular performance level, unless required by Ohio law or Commission rules and regulations.
- K. Entire Liability: The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by Customer for the specific Services giving rise to the claim. No action or proceeding against the Company shall be commenced more than three years after the Service is rendered.

3.7. NOTIFICATION OF SERVICE-AFFECTING ACTIVITIES

To the extent possible, 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.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.8. PROVISION OF EQUIPMENT AND FACILITIES

- 3.8.1.** All Services along the Facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.
- 3.8.2.** Pursuant to Rule 4901:1-5-20(C), Company will make Service available to Customers on or before a particular date, subject to compliance by the Customer with the provisions of this Tariff.
- 3.8.3.** The Company will comply with the provisions of Rule 4901:1-5-16(C)(2) regarding timing of installation of new access line Service and associated features. The Company will provide Customer credits as required, except where such credits are inapplicable as set forth therein.
- 3.8.4.** The Company will comply with the provisions of Commission Rule 4901:1-5-16(E) with respect to missed appointments, and will provide Customer credits as required, except where such credits are inapplicable as set forth therein.
- 3.8.5.** The Company undertakes to use reasonable efforts to maintain only the Facilities and equipment that it furnishes to the Customer. The Customer or Authorized User may not, nor may they permit others to, rearrange, Disconnect, remove, attempt to repair, or otherwise tamper with any of the Facilities or equipment installed by the Company, except upon the written consent of the Company.
- 3.8.6.** Equipment the Company provides or installs at the Customer's Premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which the Company provided the equipment.
- 3.8.7.** The Customer shall be responsible for the payment of Service charges as set forth in this Tariff for visits by the Company's agents or employees to the Premises of the Customer or Authorized User when the Service difficulty or trouble report results from the use of equipment or facilities the Customer or Authorized User provided.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.8. PROVISION OF EQUIPMENT AND FACILITIES, Continued

3.8.8. 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. The Customer or Authorized User is responsible for ensuring that Customer provided equipment connected to Company equipment and Facilities is compatible with such Company 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. Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's Facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's Facilities. Any additional protective, equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.*
- C. Any special interface equipment necessary to achieve compatibility between the Facilities and equipment of the Company used for furnishing Company Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- D. Company 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 Carrier which are applicable to such connections.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.9. NONROUTINE INSTALLATION

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours and/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.

3.10. OWNERSHIP OF FACILITIES

Title to all Facilities provided in accordance with the tariffs of the Company remains with the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in all the fiber optic or other Facilities and associated equipment provided by the Company hereunder.

3.11. OPTIONAL RATES AND INFORMATION PROVIDED TO THE PUBLIC

The Company will promptly advise Customers who may be affected of new, revised or optional rates applicable to their Service. Pertinent information regarding the Company's Services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's local business address. In the event of prior knowledge of an interruption of Service for a period exceeding one day, the Customers will, if feasible, be notified at least one week in advance.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.12. GOVERNMENTAL AUTHORIZATIONS

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

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SECTION 3 – RULES AND REGULATIONS, Continued

3.13. OBLIGATIONS OF THE CUSTOMER

The Customer shall be responsible for:

- 3.13.1. the payment of all applicable charges pursuant to the tariffs of the Company;
- 3.13.2. damage to or loss of the Company's Facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User with these regulations; or by fire or theft or other casualty on the Customer's or any User's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 3.13.3. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate the Company Facilities and equipment installed on the Premises of the Customer or any User; and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- 3.13.4. any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at the Customer's location to the termination point where Service is finally delivered to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided Facilities. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service;

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SECTION 3 – RULES AND REGULATIONS, Continued

3.13. OBLIGATIONS OF THE CUSTOMER, Continued

- 3.13.5.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which the Company's employees and agents shall be installing or maintaining the Company's Facilities and equipment. The Customer may be required to install and maintain the Company's Facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company;
- 3.13.6.** identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- 3.13.7.** 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 the Company's Facilities and equipment in any Customer or User Premises or the rights-of-way for which Customer is responsible under Section 3.13.4; and granting or obtaining permission for the Company's agents or employees to enter the Premises of the Customer or any User at any time for the purpose of installing, inspecting, maintaining, repairing, or upon Discontinuance of Service as stated herein, removing the Facilities or equipment of the Company;
- 3.13.8.** not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- 3.13.9.** making the Company's 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.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.13. OBLIGATIONS OF THE CUSTOMER, Continued

- 3.13.10.** Establishing Financial Responsibility - The Company, in order to assure the payment of its charges for service, will require applicants and Customers to establish and maintain financial responsibility. The establishment or re-establishment of financial responsibility as provided in this Section shall not relieve the applicant or Customer from compliance with the other provisions of this Tariff as to deposit's and the payment of bills, and shall in no way modify the provisions regarding disconnection and termination of service for failure to pay bills due for service furnished.

Pursuant to Chapter 4901:1-17-03, Applicants will be deemed to have established financial responsibility if:

- A. The applicant is the owner of the premises to be served or of other real estate within the territory served by the utility and has demonstrated financial responsibility; or
- B. The applicant demonstrates that he/she has had the same class and a similar type of utility service within a period of twenty-four consecutive months preceding the date of application, unless utility records indicate that the applicant's service was disconnected for nonpayment during the last twelve consecutive months of service, or the applicant had received two consecutive bills with past due balances during that twelve-month period and provided further that the financial responsibility of the applicant is not otherwise impaired.
- C. Pursuant to Chapter 4901:1-17-03(A)(2) O.A.C., the Applicant responds in a manner satisfactory to the Company to a set of standard questions, known as the Credit Evaluation Process (CEP). The applicant may be required to provide proof in support of these responses.
- D. The applicant pays a cash deposit to the Company in accordance with Chapter 4901:1-17-05 O.A.C. as set forth in Section 3.18. below.
- E. The applicant provides a written guarantee of payment for service by a guarantor that has established financial responsibility pursuant to Chapter 4901:1-17-03(A) O.A.C.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.14. PROHIBITED USES

- 3.14.1.** 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 governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- 3.14.2.** Equipment Company provides or installs at the Customer's Premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, Disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.
- 3.14.3.** 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 Commission regulations, policies, orders, and decisions.
- 3.14.4.** The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this Tariff. The Customer shall not, without prior written consent of the Company, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without such consent shall be null and void.
- 3.14.5.** The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.14. PROHIBITED USES, Continued

- 3.14.6.** A Customer may not use the Services in any manner, which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by Company. Company may require a Customer to shut down its transmission of signals if said transmission is causing interference to others.
- 3.14.7.** A Customer may not use the Services in any manner so as to annoy, abuse, threaten, or harass other persons.
- 3.14.8.** The use of Company's Services either without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 3.14.9.** Customer use of any resold Service obtained from other service providers shall also be subject to any applicable restrictions imposed by the underlying providers.
- 3.14.10.** A Customer or Authorized User shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.
- 3.14.11.** A Customer shall not use any service mark, trade mark or trade name of Company or refer to Company in connection with any product, equipment, promotion or publication of the Customer without the approval of Company.

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SECTION 3 - RULES AND REGULATIONS, Continued

3.15. PAYMENT FOR SERVICE

The Customer is responsible for the payment of all charges for Facilities and Services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those Services are used by the Customer.

3.16. BILLING AND COLLECTION OF CHARGES

(D)

(D)

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SECTION 3 - RULES AND REGULATIONS, Continued

3.16. BILLING AND COLLECTION OF CHARGES, Continued

- 3.16.1** Late payment charges of one and one-half (1.5) percent may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears.

(D)

(D)

3.17. ADVANCE PAYMENTS

- 3.17.1.** 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 the first month's estimated usage and Recurring 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 and may be required in addition to a deposit.
- 3.17.2.** A Customer whose Service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due Company and may be required to pay reconnect charges.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.18. DEPOSITS

3.18.1. General

- A. Applicants for Service or existing Customers whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. All deposits will be handled in accordance with the provisions of Commission Rules 4901:1-17-04, 4901:1-17-05, 4901:1-17-06, 4901:1-17-07 and 4901:1-5-13. 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. A deposit may be waived if the applicant is a satisfactory credit risk.
- B. Company may require a deposit from an existing business Customer as a condition to the further provision of Service if, according to Company's assessment, the Customer has become a credit risk, pursuant to Commission Rules 4901:1-17-04 and 4901:1-5-13.
- C. Company will calculate the maximum deposit required from an applicant for Service or an existing Customer by using one of the two methods outlined in Commission Rule 4901:1-5-13(B).
- D. Customers may satisfy deposit requirements, pursuant to the MTSS, by the following methods:
 - 1. In cash,
 - 2. By an acceptable bank letter of credit,
 - 3. Through an acceptable third-party guarantee, or
 - 4. Other forms of security acceptable to Company.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.18. DEPOSITS

3.18.1. General, Continued

- E Deposits will be refunded to Customers, along with accrued interest, according to the provisions of Commission Rule 4901-17-06.
- F Deposits held for less than 180 days shall not accrue interest. Interest on intrastate deposits held for 180 days or longer will accrue interest at the rate prescribed in Commission Rule 4901:1-17-05.
- G When Service has been Disconnected, Company will deduct any and all unpaid amounts from the deposit, and the difference will be refunded, if applicable.

3.18.2. Services for Which Non-Payment May or May Not Result in Discontinuance

- A Non-payment of noncompetitive tariffed services, regulated by Commission, billed on a Customer's local Service account may result in Discontinuance of that Customer's local telephone Service. Examples of Services which non-payment of will not result in the Discontinuance of local Service are: toll Services (inter or intraLATA), voice mail, Internet, paging and any charges not billed on behalf of the Company, i.e., charges billed for long distance Carriers and non-telecommunications carriers; and federally-imposed Customer charges and taxes (and certain state and local charges and taxes) such as the subscriber line charge, local number portability charge, and E911 tax. The Company will note on the Customer bill those items that non-payment of may lead to Discontinuance of local telephone Service.
- B The Company will not Discontinue Customers' local Service for non-pay of regulated noncompetitive tariffed Services without first giving the Customer written notice as provided in Section 3.19. of this Tariff.

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SECTION 3 - RULES AND REGULATIONS, Continued

3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY

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SECTION 3 - RULES AND REGULATIONS, Continued

3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY, Continued

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3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY, Continued

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SECTION 3 - RULES AND REGULATIONS, Continued

3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY, Continued

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SECTION 3 – RULES AND REGULATIONS, Continued

3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY

3.19.2. Bundled Services

- A. The Company offers bundled Services including Local Exchange Service, intrastate and interstate long distance service and custom calling features. The Company will comply with the provisions of Commission Rules 4901:1-5-17 and the provisions of Commission Rule 4901:1-6(C)(2)(b) (as set forth in B and C below) in Disconnecting Service where a customer subscribes to the Company's bundled Services.
- B. In order to insure that Local Exchange Service is not Disconnected for nonpayment of toll and/or nonregulated services, the Company will comply with the following as provided in Commission Rule 4901:1-6-21(C)(2)(b):
 - 1. If a Customer fails to submit timely payment sufficient to cover the entire amount of the regulated and unregulated bundled packaged rate, the Company may discontinue the provision of any regulated and unregulated Services, other than basic Local Exchange Service, if payment is sufficient to cover the rate for basic Local Exchange Service.
 - 2. The rate for basic Local Exchange Service will be the Tariffed rate for stand-alone basic Local Exchange Service. If the Company does not offer basic Local Exchange Service on a stand-alone basis, the Company will identify an amount in the Tariff for the basic Local Exchange Service component of the package. In no event shall the amount for basic Local Exchange Service exceed the packaged rate.
 - 3. If the Customer loses Services included in the package due to nonpayment or partial payment pursuant to this Rule, the Customer will be entitled to add, change, or discontinue any regulated services provided according to the Company's normal procedures for adding, changing or discontinuing such Services.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY

3.19.2. Bundled Services, Continued

- C. Disconnection Notice – The Company will, in its notice of Disconnection for nonpayment, state the total amount due to avoid discontinuance of the package, as well as the total amount due to avoid discontinuance of the basic Local Exchange Service component of the package.
- D. The Commission has established a policy¹ under which procedural and substantive safeguards are afforded to applicants and subscribers of local exchange service pertaining to billing for toll service and to subscribers for toll service, regardless of whether such service is provided by a local exchange company or another toll service provider pursuant to Chapter 4901:1-5, O.A.C., All practices of the Company, pertaining to either the provision of its own toll service, if any, or as a duly authorized agent for another toll service provider, shall conform with this policy.

¹ Case No. 95-79Q-TP-COI.

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SECTION 3 - RULES AND REGULATIONS, Continued

3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY, Continued

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SECTION 3 – RULES AND REGULATIONS, Continued

3.21. 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.

3.22. SUSPENSION OR DISCONTINUANCE OF SERVICE BY CUSTOMER

3.22.1. Customers may Suspend or Discontinue Service by providing written or verbal notice to Company prior to Suspension or Discontinuance. Notice must specify the date on which Service is to be Suspended or Discontinued.

3.22.2. The Customer remains responsible for all Service charges until the day and time on which Service is actually Suspended or Discontinued.

3.22.3. If Customer Discontinues Service before Company completes installation of the Service and at the time of Discontinuance Company has incurred any expense in installing Services or preparing to install Service that it would not otherwise have incurred, a charge equal to the cost Company incurred will apply. In no case will this charge exceed the charge for the minimum period of Services ordered, including Installation Charges and Non-Recurring charges and all amounts others may charge Company that would have been chargeable to the Customer had Service been initiated.

3.22.4. If the Customer Discontinues Service after Company has completed installation, the charge set forth in Subsection 3.22.3 above will apply to the extent Company has not yet recovered the costs described therein. In addition, the minimum Service period obligations will apply regardless of whether Service has been initiated and the charges in Section 4 will apply.

3.22.5. In the case of a Customer-initiated modification of Service, charges for the subsequent order are in addition to the costs incurred before the Customer changed the original order.

3.22.6. Customers must pay a Line Restoral Charge prior to Restoral of Service Suspended at Customer's request.

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SECTION 3 – RULES AND REGULATIONS, Continued

**3.22. SUSPENSION OR DISCONTINUANCE OF SERVICE BY CUSTOMER,
Continued**

3.22.7. If a Customer cancels a Service Order, or Discontinues Service before the completion of the term of a Customer executed contract for any reason whatsoever other than a Major Service Interruption, Customer agrees to pay to the Company the following sums, within 21 days of the effective date of the Discontinuance and to pay under the terms set forth in this Tariff all costs, fees and expenses reasonably incurred in connection with:

- A. all Nonrecurring charges as specified in this Tariff or other Company tariffs, plus
- B. any Discontinuance, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus
- C. all Recurring Charges specified in this Tariff or other Company tariffs for the balance of the then current term.
- D. a percentage up to the entire committed total of all usage charges due to Company over the term.

3.23. TAXES

The Customer is responsible for the payment of 911 taxes, Telecommunications Relay Service, Local Number Portability, and Rights of Way fees, Federal excise taxes, gross receipts, access, state and local sales and use taxes and all taxes, fees, surcharges (however designated) and other exactions imposed on the Company or its Services by governmental jurisdictions, other than taxes imposed generally on corporations. 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. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the tariffed rates. It should be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.25. NOTICES AND COMMUNICATIONS

- 3.25.1.** 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.
- 3.25.2.** 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 the Company may designate a separate address on each bill for Service to which the Customer shall mail payment on that bill.
- 3.25.3.** All notices or other communications required to be given pursuant to the tariffs of the Company 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.
- 3.25.4.** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.26. CUSTOMER EQUIPMENT AND CHANNELS

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 the tariffs of the Company. A User may transmit any form of signal that is compatible with the Company's equipment, but except as otherwise specifically stated in its tariffs, the Company does not guarantee that its Services will be suitable for purposes other than voice-grade telephonic communication.

3.27. STATION EQUIPMENT

- 3.27.1.** 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's Point of Connection.
- 3.27.2.** The Customer is responsible for ensuring that Customer-provided equipment connected to the 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 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.
- 3.27.3.** Customer provided Station equipment may be attached to Services provided under the tariffs of the Company subject to Part 68 of the FCC Rules and to any applicable provisions of the tariffs of the Company and is the sole responsibility of the Customer.
- 3.27.4.** The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-provided equipment, or for misdirected calls, Disconnects or other Service problems caused by the use of Customer-owned equipment.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.28. INTERCONNECTION OF FACILITIES

- 3.28.1.** 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.
- 3.28.2.** 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.
- 3.28.3.** Facilities furnished under the tariffs of the Company may be connected to Customer provided terminal equipment in accordance with the provisions of the tariffs of the Company. 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.

3.29. TESTS AND ADJUSTMENTS

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

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SECTION 3 – RULES AND REGULATIONS, Continued

3.30. INSPECTIONS

- 3.30.1.** 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 User is complying with the requirements set forth in Section 3.8 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.
- 3.30.2.** 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.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.32. SPECIAL CONSTRUCTION

3.32.1. General

Subject to the agreement of the Company and to all of the regulations contained in the tariffs of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications not otherwise specified under tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. 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 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.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.32. SPECIAL CONSTRUCTION, Continued

3.32.2. Basis for Charges

Where the Company furnishes a facility or service on a special construction basis, or any 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) Cancellation or Discontinuance liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the Facilities provided.

3.32.3. Basis for Cost Computation

Costs may include one or more of the following items to the extent they are applicable:

- A. installed costs of the Facilities to be provided including estimated costs for the rearrangements of existing Facilities. Installed costs include the cost of:
 - 1. equipment and materials provided or used,
 - 2. engineering, labor and supervision,
 - 3. transportation,
 - 4. rights of way, and
 - 5. any other item chargeable to the capital account;

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SECTION 3 – RULES AND REGULATIONS, Continued

3.32. SPECIAL CONSTRUCTION, Continued

3.32.3. Basis for Cost Computation

- B. annual charges including the following:
1. cost of maintenance;
 2. depreciation on the estimated installed cost of any Facilities provided, based on the anticipated useful Service life of the Facilities with an appropriate allowance for the estimated net salvage;
 3. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
 4. any other identifiable costs related to the Facilities provided; and
 5. an amount for return and contingencies

3.32.4. Early Discontinuance Liability

- A. To the extent that there is no other requirement for use by the Company, the Customer may have a Discontinuance liability for Facilities specially constructed at the request of the Customer, if and only if such liability is clearly stated in a written agreement between the Company and the Customer.
- B. The maximum liability is equal to the total cost of the special Facility as determined above, adjusted to reflect the redetermined estimate net salvage, including any reuse of the Facilities provided.
- C. The maximum liability as determined in subsection (A) above shall be divided by the original term of Service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's liability shall be equal to this monthly amount multiplied by the remaining unexpired term of Service (rounded up to the next whole number of months), discounted to present value at six percent (6%), plus applicable taxes.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.33. SPECIAL ASSEMBLY

The Company may provide a unique intrastate service arrangement for a Customer where no tariffed service exists for the service. The unique service can be provided via a Special Assembly.

The Company will maintain records of its Special Assembly contracts for Commission review as conditions or circumstances may require.

3.34. PROMOTIONAL OFFERINGS

The Company may make promotional offerings of its tariffed Services which may include reducing or waiving applicable charges for the promoted service. No individual promotional offering will exceed six months in duration, and any promotional offering will be extended on a non-discriminatory basis to any Customer similarly classified who requests the specific offer. The Company will submit its Promotions by letter to the Commission Staff outlining the promotion, listing the tariffed item being promoted, and the promotion's start and end dates in lieu of filing language in the tariff.

3.35. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

- A. 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. The Company will maintain records of its ICBs for Commission review as conditions or circumstances may require.
- B. Except as otherwise detailed in the Local Competition Guidelines (Case No. 95-845-TP-COI), a Commission approval of contracts does not constitute a determination of the reasonableness of termination liability provisions.

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SECTION 3 – RULES AND REGULATIONS, Continued

3.36. TELECOMMUNICATIONS RELAY SERVICE (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider to complete such calls. The Company will impose a surcharge to all Customers at a level determined by the Commission. The customer may access TRS via the Company by either TRS's toll tree 800 number or by dialing the 711 service access code.

3.37. EDUCATION DISCOUNTS

An Educational Discount of 10% applies to all Elementary and Secondary schools which are chartered by the State Board of Education pursuant to Section 3301.16 of the Ohio Revised Code. Educational Discounts apply to services provided for the sole use of the schools as defined above. The discount is applicable to the total bill amount of all of the Company's regulated tarified recurring, nonrecurring and usage charges.

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