

COMMONWEALTH OF PENNSYLVANIA

DATE: August 12, 2003

SUBJECT: A-311258

TO: Bureau of Fixed Utility Services

FROM:  James J. McNulty, Secretary

KJR

DOCKETED
AUG 18 2003

DOCUMENT

Request for name change

Enclosed please find copies of requests for name change from the following company:

C III Communications Operations, LLC - A-311258

This matter is being referred to your Bureau for appropriate action.

Attachment

jih



1122 Capital of Texas Highway South
Austin, Texas 78746-6426

phone 512.742.3700
fax 512.742.5140
www.broadwing.com

ORIGINAL

September 11, 2003

RECEIVED

SEP 11 2003

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

VIA FEDERAL EXPRESS

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
The Commonwealth Keystone Building
400 North Street, Second Floor
Harrisburg, PA 17120

DOCKETED
SEP 16 2003

RE: Joint Application for approval for:

DOCUMENT

- a) the transfer of assets of Broadwing Communications Services Inc. and Broadwing Telecommunications Inc. to C III Communications Operations, LLC; Docket No. A-311258
- b) C III Communications Operations, LLC to begin the provision of services as an interexchange carrier;
- c) Broadwing Communications Services Inc. to abandon the provision of telecommunications service; Docket No. A-310287 F2000
- d) Broadwing Telecommunications Inc. to abandon the provision of telecommunications service; Docket No. A-310161 F2000

Dear Secretary McNulty:

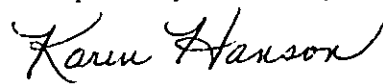
Please accept for filing in the above-referenced matter the following statement from Broadwing Communications, LLC (formerly known as C III Communications Operations, LLC). It has recently come to our attention that there was some confusion as to the filing of evidence of our name change to the Commission. There were two separate filings made on behalf of the company, one by a company called Technologies Management Inc. on August 7, 2003 and another by McNeese Wallace & Nurick, LLC on September 4, 2003. On the advice of staff, we are formerly requesting that the Commission accept the filing made by McNeese Wallace & Nurick, LLC in its capacity as our counsel and withdraw, or disregard the filing made by Technologies Management Inc.

96

Additionally, from time to time, Technologies Management Inc. may be making tariff filings on our behalf. Please accept this filings as representative of the company's directives.

Please let me know if you have any additional questions or concerns.

Respectfully submitted,

A handwritten signature in cursive script that reads "Karen Hanson".

Karen Hanson, National Director
Regulatory Affairs

Cc: Susan Bruce, McNees Wallace & Nurick, LLC
Michelle Cadin, Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
Connie Wightman, Technologies Management Inc.

April 8, 2005

ORIGINAL

RECORDED
2005 APR 11 9:09:28
SECRETARY'S OFFICE

Mr. James J. McNulty
Secretary
Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
P O Box 3265
Harrisburg, PA 17105

A-311258

Dear Mr. McNulty,

The contact person for Broadwing Communications LLC for tariff and regulatory matters:

Ms Sandra L. Talley
Regulatory Analyst
Broadwing Communications
200 North LaSalle Street
Suite 1000
Chicago, Illinois 60601

DOCUMENT
FOLDER

Please amend our contact mailing list.

Thank you



**DOCUMENT
FOLDER**

ORIGINAL

November 28, 2006

A-311258

A-310258

RECEIVED

NOV 28 2006

James McNulty, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

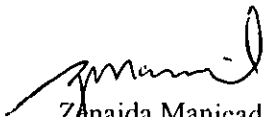
Dear Mr. McNulty:

The purpose of this filing is to cancel Broadwing Communications, LLC's Tariff Telephone PA P.U.C. No. 6 in its entirety and rename it Tariff Telephone PA P.U.C. No. 8. There are no changes to the tariff content. The tariff pages are being submitted to your Commission with one day notice, and therefore bear an issued date of November 29, 2006 and an effective date of November 30, 2006.

Pursuant to the filing procedures of the Pennsylvania Public Utility Commission, enclosed please find an original and seven (7) copies of the filing, with one copy for Kerry Kleinfelter of the Commission's Tariff Bureau. Please date-stamp a copy of this cover letter and return it to Broadwing Communications in the enclosed stamped envelope.

If you have any questions or concerns regarding this filing, you may contact me at 312-895-4051 or zanaida.manicad@broadwing.com

Sincerely,



Zanaida Manicad
Regulatory Analyst
Enclosure

cc: Kerry Kleinfelter
Tariff Bureau

Broadwing

200 N. LaSalle
Suite 1000
Chicago, IL 60601

1.800.BROADWING
www.broadwing.com

36

**DOCUMENT
FOLDER**

ORIGINAL

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO LONG DISTANCE END-USER

COMMUNICATIONS SERVICES WITHIN

THE COMMONWEALTH OF PENNSYLVANIA

DOCKETED
DEC 04 2006

RECEIVED

NOV 28 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Issued: November 29, 2006

Effective: November 30, 2006

Issued By:

Daniel Meldazis, Director of Regulatory Affairs
200 N. LaSalle Street
Chicago, IL 60601

LIST OF MODIFICATIONS

This filing cancels Broadwing Communications, LLC's Tariff Telephone PA P.U.C. No. 6 in its entirety and renaming it as Tariff Telephone PA P.U.C. No. 8. There are no changes made to the tariff content. This filing bears an issued date of November 29, 2006 and an effective date of November 30, 2006.

RECEIVED

NOV 28 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Issued: November 29, 2006

Effective: November 30, 2006

Issued By: Daniel Meldazis, Director of Regulatory Affairs
200 N. LaSalle Street
Chicago, IL 60601

TABLE OF CONTENTS

| | <u>Section</u> | <u>Page</u> |
|---|----------------|-------------|
| TABLE OF CONTENTS | Preface | 1 |
| EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF | Preface | 3 |
| APPLICATION OF TARIFF | Preface | 4 |
| DEFINITIONS | 1 | 1 |
| REGULATIONS | 2 | |
| 2.1 Undertaking of the Company | 2 | 1 |
| 2.2 Prohibited Uses | 2 | 10 |
| 2.3 Obligations of the Customer | 2 | 11 |
| 2.4 Customer Equipment and Channels | 2 | 14 |
| 2.5 Customer Deposits and Advanced Payments | 2 | 17 |
| 2.6 Payment Arrangements | 2 | 19 |
| 2.7 Allowances for Interruptions in Service | 2 | 24 |
| 2.8 Cancellation of Service/ Termination Liability | 2 | 26 |
| 2.9 Customer Liability for Unauthorized Use of the Network | 2 | 28 |
| 2.10 Use of Customer's Service by Others | 2 | 30 |
| 2.11 Transfers and Assignments | 2 | 31 |
| 2.12 Notices and Communications | 2 | 31 |
| 2.13 Operator Services Rules | 2 | 32 |
| APPLICATION OF RATES | 3 | |
| 3.1 Introduction | 3 | 1 |
| 3.2 Charges Based on Duration of Use | 3 | 1 |
| 3.3 Rates Based Upon Distance | 3 | 2 |

Issued: November 29, 2006

Effective: November 30, 2006

Issued By: Daniel Meldazis, Director of Regulatory Affairs
200 N. LaSalle Street
Chicago, IL 60601

TABLE OF CONTENTS

| | <u>Section</u> | <u>Page</u> |
|---|----------------|-------------|
| LONG DISTANCE SERVICE | 4 | |
| 4.1 Description | 4 | 1 |
| 4.2 Rates | 4 | 1 |
| 4.3 Outbound 64K Long Distance | 4 | 2 |
| MISCELLANEOUS SERVICES | 5 | |
| 5.1 Operator Services | 5 | 1 |
| 5.2 Busy Line Verify & Line Interrupt Service | 5 | 3 |
| 5.3 Directory Assistance | 5 | 4 |
| 5.4 <i>Reserved for Future Use</i> | 5 | 5 |
| 5.5 Service and Maintenance Charges | 5 | 6 |
| 5.6 Restoration of Service | 5 | 7 |
| 5.7 <i>Reserved for Future Use</i> | 5 | 7 |
| SPECIAL ARRANGEMENTS | 6 | |
| 6.1 Special Construction | 6 | 1 |
| 6.2 Individual Case Basis (ICB) Arrangements | 6 | 4 |
| 6.3 Temporary Promotional Programs | 6 | 4 |
| INTRA-NETWORK CALLING | 7 | |
| 7.1 FocaLINC™ InterLATA | 7 | 1 |

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

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

- I To signify increased rate.
- D To signify decreased rate.
- C To signify all other changes.

Issued: November 29, 2006

Effective: November 30, 2006

Issued By: Daniel Meldazis, Director of Regulatory Affairs
200 N. LaSalle Street
Chicago, IL 60601

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user communications services by BROADWING COMMUNICATIONS, LLC, to customers within the Commonwealth of Pennsylvania. The Company will offer service under one of the following names: Broadwing Communications, LLC, Broadwing Communications Corporation, Broadwing Communications or Broadwing. All names are service marks of the Company. Certain terms used generally throughout this tariff are defined below.

Issued: November 29, 2006

Effective: November 30, 2006

Issued By: Daniel Meldazis, Director of Regulatory Affairs
200 N. LaSalle Street
Chicago, IL 60601

SECTION 1: DEFINITIONS

Access Line: A transmission path, which connects a subscriber location to the carrier's terminal location or switching center.

Account Codes: 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.

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

Authorization Code: A numerical code, one or more of which is assigned to a subscriber to enable Broadwing Communications to identify use of service on his account and to bill the subscriber accordingly for such service. Multiple authorization codes may be assigned to a subscriber to identify individual users or groups of users on his account.

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

Bandwidth: The total frequency band, in hertz, allocated for a channel.

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

Communications Services: The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company, Carrier, or Broadwing Communications Corporation: Broadwing Communications Corporation, the issuer of this tariff.

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

Dedicated Access Lines ("DAL"): A group of leased lines which interconnect a switching system to a dedicated subscriber.

Dedicated Inbound Calls: 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.

Issued: November 29, 2006

Effective: November 30, 2006

Issued By: Daniel Meldazis, Director of Regulatory Affairs
200 N. LaSalle Street
Chicago, IL 60601

SECTION 1: DEFINITIONS

Dedicated Outbound Calls: 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.

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the company operator.

Digital Signal Level 1 ("DS-1"): A 1.544 Mbit/s signal (T1 carrier).

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

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Disconnection: The disconnection of a circuit, dedicated access line or port connection being used for existing service.

DSX-1 Panel: Distribution equipment used to terminate and administer DS1 (1.544 Mbps) circuits.

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.

Fiber Optic Cable: 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.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

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

Interconnection: The connection of telephone equipment to the network; also, the connection of one carrier with another, i.e., the interface between carriers.

SECTION 1: DEFINITIONS

Interexchange Service: Any of the Company's service offerings which provide switched communications between Local Exchange Carrier defined exchange service areas. Interexchange Services include, but are not limited to MTS, Toll Free Service and Other Service Arrangements.

Joint User: A person, firm or corporation who is designated by the Customer as a user of services furnished to the Customer by Broadwing Communications Corporation 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.

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.

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

Mbps: Megabits, denotes millions of bits per second.

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

Other Carrier: A person, firm, corporation, or entity regulated by the Pennsylvania PUC or the FCC which subscribes to carriers' communications services and facilities and resells these communications services and facilities to the public for a profit. Unless otherwise indicated herein, the term "other carrier" when used in this tariff includes entities which are brokers of the service (act as intermediaries for the purpose of reselling), those entities which are processors of the service (enhance the value of the service through substantial incurred costs) and those entities which are underlying carriers or providers of facilities.

SECTION 1: DEFINITIONS

Point of Presence ("POP"): Point at which responsibility for handling traffic changes over from the local telephone operating company to the interexchange carrier.

Premises: The space designated by a Subscriber as its place or places of business for termination of service (whether for its own communications needs or for its resale subscribers).

Primary InterLATA Carrier ("PIC") - Long distance carrier designated by a telephone subscriber to provide him with interLATA service without having to dial a special access code.

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

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

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

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

Shared Inbound Calls: Refers to calls that are terminated via the Customer's LEC-provided local exchange access line.

Shared Outbound Calls: 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 101XXXX + the 10-digit number".

Issued: November 29, 2006

Effective: November 30, 2006

Issued By: Daniel Meldazis, Director of Regulatory Affairs
200 N. LaSalle Street
Chicago, IL 60601

SECTION 1: DEFINITIONS

Station: 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-Provided Equipment - Terminal equipment, as defined herein, provided by a subscriber.

System: Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Terminal Equipment - Devices, apparatus and their associated wiring, such as teleprinters, telephone handsets, data sets, or microprocessors.

T1 - The basic 24-channel 1.544 Mbps pulse code modulation system as used in the United States.

Two Way: 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.

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

SECTION 2: REGULATIONS2.1 Undertaking of the Company2.1.1 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 Commonwealth of Pennsylvania.

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 Shortage of Equipment or Facilities

- 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.

SECTION 2: REGULATIONS

2.1 Undertaking of the Company (cont'd.)

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. Customers 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 the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D) 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.
- E) This tariff shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania without regard for its choice of law provision.

SECTION 2: REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.3 Terms and Conditions (cont'd.)

- F) Bell Atlantic 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.

- G) 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.

SECTION 2: REGULATIONS2.1 Undertaking of the Company (cont'd.)2.1.4 Liability of the Company

- A) Except as otherwise stated in this Tariff, 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 Section 2.7. 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.
- B) 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.
- C) The Company shall not be liable for:
- 1) 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
 - 2) for the acts or omissions of common carriers or warehousemen.
- D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of equipment or facilities provided by the Customer or third parties.

Issued: November 29, 2006

Effective: November 30, 2006

Issued By: Daniel Meldazis, Director of Regulatory Affairs
200 N. LaSalle Street
Chicago, IL 60601

SECTION 2: REGULATIONS2.1 Undertaking of the Company (cont'd.)2.1.4 Liability of the Company (cont'd.)

- E) 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(E) as a condition precedent to such installations.
- F) 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.
- G) The Company shall be indemnified, defended and held harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, invasion of privacy or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's facilities.
- H) 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 the Customer for the specific services in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commenced more than one year after the event giving rise to the liability occurred.
- 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.

Issued: November 29, 2006

Effective: November 30, 2006

Issued By: Daniel Meldazis, Director of Regulatory Affairs
200 N. LaSalle Street
Chicago, IL 60601

SECTION 2: REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.4 Liability of the Company (cont'd.)

- J) The Company shall indemnify, defend, and hold harmless the Customer from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for any injury to persons or property, and any interruption of, interference to, or other defect in any service provided by the Company to any third party, if such injury, interruption, interference, or other defect was not caused by any negligent or intentional act or omission of the Customer or any of its officers, employees, agents, invitees, or contractors.

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.

SECTION 2: REGULATIONS2.1 Undertaking of the Company (cont'd.)2.1.6 Provision of Equipment and Facilities

- A) 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.
- B) The Company shall use reasonable efforts to maintain only the facilities and equipment 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 or equipment installed by the Company, except upon the written consent of the Company.
- C) 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.
- D) Equipment the Company provides or installs at the Customer 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 it.
- E) 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.
- F) 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:
 - 1) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or

Issued: November 29, 2006

Effective: November 30, 2006

Issued By: Daniel Meldazis, Director of Regulatory Affairs
200 N. LaSalle Street
Chicago, IL 60601

SECTION 2: REGULATIONS2.1 Undertaking of the Company (cont'd.)2.1.6 Provision of Equipment and Facilities (cont'd.)

F) (cont'd)

- 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.

G) 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.

2.1.7 Non-routine Installation

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

2.1.8 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;
- C) over a route other than that which the Company would normally utilize in the furnishing of its services;

SECTION 2: REGULATIONS

2.1 Undertaking of the Company (cont'd.)

2.1.8 Special Construction (cont'd.)

- 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.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors. Equipment furnished by the Company on the premises of a subscriber is the property of the Company.

SECTION 2: REGULATIONS

2.2 Prohibited Uses

- A) 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.
- 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 Pennsylvania Utility Commission 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.

SECTION 2: REGULATIONS2.3 Obligations of the Customer2.3.1 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 personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide 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.

SECTION 2: REGULATIONS2.3 Obligations of the Customer (cont'd.)2.3.1 General (cont'd.)

- 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.

SECTION 2: REGULATIONS2.3 Obligations of the Customer (cont'd.)2.3.2 Liability of the Customer

- 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, invitees, 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, (2) the death of or injury to persons, including, but not limited to, employees or invitees 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.
- D) Neither subscriber's landlord nor landlord's officers, agents or employees, the building management or any party in interest to the lease under which subscriber occupies space in the building shall have any liability to subscriber arising from the provision or operation of the services and service-related equipment referred to herein, or the interruption or failure thereof from any cause whatsoever.

Issued: November 29, 2006

Effective: November 30, 2006

Issued By: Daniel Meldazis, Director of Regulatory Affairs
200 N. LaSalle Street
Chicago, IL 60601

SECTION 2: REGULATIONS2.4 Customer Equipment and Channels2.4.1 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.

SECTION 2: REGULATIONS

2.4 Customer Equipment and Channels (cont'd.)

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).

SECTION 2: REGULATIONS2.4 Customer Equipment and Channels (cont'd.)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.
- B) 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.

SECTION 2: REGULATIONS2.5 Customer Deposits and Advance Payments2.5.1 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 up to one month of estimated monthly usage charges. 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.

SECTION 2: REGULATIONS2.5 Customer Deposits and Advance Payments (cont'd)2.5.2 Deposits

- A) To safeguard its interests, the Company may require the 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:
- 1) 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) A deposit may be required in addition to an advance payment.
- C) 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.
- D) Deposits shall accrue interest at a rate of nine percent (9%) per annum, as specified by the Pennsylvania Utility Commission without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer. Interest on the deposit, at either the option of the Company or the customer, may be applied to the customer's bill.

SECTION 2: REGULATIONS2.6 Payment Arrangements2.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer. The Customer is responsible for 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.

2.6.2 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 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 monthly Recurring Charges as well as usage charges to the Customer 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 rate 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 on the portion of the payment not received thirty days (30) after the date due on the bill. A late payment charge of 1.25% per month will be applied.

SECTION 2: REGULATIONS2.6 Payment Arrangements (cont'd)2.6.2 Billing and Collection of Charges (cont'd.)

- F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- H) If service is disconnected by the Company in accordance with Section 2.6.3 following and later restored, restoration of service will be subject to all applicable installation charges.

2.6.3 Discontinuance of Service for Cause

- A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 7 days prior written notice 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 7 days prior notice 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.

SECTION 2: REGULATIONS2.6 Payment Arrangements (cont'd)2.6.3 Discontinuance of Service for Cause (cont'd.)

- 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.
- G) Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(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.

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company at least five (5) days (for residential service) and at least thirty (30) days (for business service) written notice of desire to terminate service. Notice should be sent to:

Broadwing Communications Corporation
200 North LaSalle Street, Suite 800
Chicago, IL 60601
Attention: Customer Care

Issued: November 29, 2006

Effective: November 30, 2006

Issued By: Daniel Meldazis, Director of Regulatory Affairs
200 N. LaSalle Street
Chicago, IL 60601

SECTION 2: REGULATIONS2.6 Payment Arrangements (cont'd.)2.6.5 Cancellation of Application for Service

- A) Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits the 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 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

Issued: November 29, 2006

Effective: November 30, 2006

Issued By: Daniel Meldazis, Director of Regulatory Affairs
200 N. LaSalle Street
Chicago, IL 60601

SECTION 2: REGULATIONS2.6 Payment Arrangements (cont'd.)2.6.6 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.

2.6.7 Backbilling Procedure

- A) The Company will not include on subscriber's bill any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, except as specified below.
- B) Subscriber's bill may include charges for service furnished up to five months prior to the date of the bill for:
 - 1) collect calls
 - 2) credit card calls
 - 3) third party calls
 - 4) "error file" calls (calls which cannot be billed due to the unavailability of complete billing information to the Company.)
- C) Subscriber's bill may include charges for service furnished up to one and a half (1 1/2) years prior to the date of the bill in circumstances involving toll fraud.

2.6.8 Establishment and Re-establishment of Credit

The Company reserves the right to examine the credit record of all applicants and subscribers. A subscriber whose service has been discontinued for nonpayment of bills will be required to pay any unpaid balance due to the Company and to re-establish credit.

SECTION 2: REGULATIONS2.7 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 2.7.1 for the part of the service that the interruption affects.

2.7.1 Credit for Interruptions

- A) Broadwing will grant a one (1) day credit for fixed charges for service allowance for any service interruption due to failure in Broadwing's facility. Broadwing will waive (1) month's fixed charges for any service interruption lasting more than five (5) hours in a billing month due to failure in Broadwing's facility. Credits will be payable only if the Customer has called in a trouble report within 3 days of the occurrence.
- B) A service interruption will be deemed to have occurred only if service becomes unusable to Customer as a result of failure of Broadwing's facility, equipment or personnel used to provide the service in question, and only where the interruption is not the result of: (i) the negligence or acts of Customer or its agents; (ii) the failure or malfunction of non-Broadwing equipment or systems; (iii) circumstances or causes beyond the control of Broadwing; or (iv) a service interruption caused by service maintenance, alteration or implementation. Such credits will be granted only if: (a) Customer affords Broadwing full and free access to Customer's premises to make appropriate repairs, maintenance, testing, etc.; and (b) Customer does not continue to use the service on an impaired basis.
- C) The foregoing states Customer's sole remedy for service interruption under the Agreement and in no event shall Broadwing be liable for any direct, indirect, incidental, consequential, punitive or special damages to Customer as result of any Broadwing service, equipment, facilities, person or system provided or utilized under this Agreement.

Issued: November 29, 2006

Effective: November 30, 2006

Issued By: Daniel Meldazis, Director of Regulatory Affairs
200 N. LaSalle Street
Chicago, IL 60601

SECTION 2: REGULATIONS2.7 Allowances for Interruptions in Service (cont'd)2.7.2 Limitations on Allowances

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 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) due to circumstances or causes beyond the control of Company; and
- H) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.7.3 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 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.

SECTION 2: REGULATIONS2.8 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), 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.

Upon cancellation or termination of service hereunder, Customer will make service available for removal, which will be accomplished by the Company in a careful and reasonably expeditious fashion. If Customer does not make the service or equipment available for removal by the Company, then in addition to all other remedies at law or equity available to the Company, all obligations of Customer will remain in force and effect until removal is accomplished. Customer will continue to pay charges for services during such period.

SECTION 2: REGULATIONS

2.8 Cancellation of Service/Termination Liability (cont'd.)

2.8.1 Termination Liability

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 8% per year.
- D) the reasonable removal of all equipment specially ordered to service customers, including: crating, shipping and insurance charges to Chicago, IL if Broadwing can utilize the Equipment.

SECTION 2: REGULATIONS2.9 Customer Liability for Unauthorized Use of the Network2.9.1 Unauthorized Use of the Network

Unauthorized use of the Network occurs when 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.

2.9.2 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) A Company calling card is 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.
- C) The Customer must give the Company written notice that an unauthorized use of the Company calling card has occurred or may occur as a result of loss, theft or other reasons.
- D) The Customer is responsible for payment of all charges for services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.
- E) The Customer is liable for all charges incurred as a result of unauthorized use of the Network, including incidental and consequential damages. In addition, 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.

SECTION 2: REGULATIONS

2.9 Customer Liability for Unauthorized Use of the Network (cont'd.)

2.9.3 Liability for Credit Card Fraud and Other Unauthorized Use

- A) The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a credit card, provided: (1) the card is an accepted credit card, and (2) the unauthorized use occurs before the Company has been notified. An accepted credit card 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 a 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 an unauthorized use of the credit card has occurred.

SECTION 2: REGULATIONS2.10 Use of Customer's Service by Others2.10.1 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 Pennsylvania Utility Commission regulations governing such resale or sharing. The 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.

SECTION 2: REGULATIONS2.11 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; or
- 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 Notices and Communications

- 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.
- C) 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.

SECTION 2: REGULATIONS

2.13 Operator Services Rules

A) The Company will enforce the following operator service rules.

A provider of intrastate operator assisted communications services must:

- 1) identify itself at the time the end-user accesses its services;
- 2) upon request, quote all rates and charges for its services to the end-user accessing its system;
- 3) 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 public or transient end-users:
 - a) the operator service provider's name and address;
 - b) bill and service dispute calling information including the operator service provider's dispute resolution phone number;
 - c) 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
 - d) 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.

Issued: November 29, 2006

Effective: November 30, 2006

Issued By: Daniel Meldazis, Director of Regulatory Affairs
200 N. LaSalle Street
Chicago, IL 60601

SECTION 2: REGULATIONS

2.13 Operator Services Rules (cont'd.)

A) (cont'd.)

- 4) 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
- 5) 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.

B) The Company will comply with the following provisions:

- 1) 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.

SECTION 3: APPLICATIONS OF RATES3.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections 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) Timing on completed calls begins when the called party answers the call. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E) All times refer to local time.

SECTION 3: APPLICATIONS OF RATES3.3 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 the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). 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) above.
 - 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
 - 6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

7) FORMULA =
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

Issued: November 29, 2006

Effective: November 30, 2006

Issued By: Daniel Meldazis, Director of Regulatory Affairs
200 N. LaSalle Street
Chicago, IL 60601

SECTION 4: LONG DISTANCE SERVICE4.1 Description

Long Distance Service enables a User of an exchange access line provided by the Company or another certified local exchange carrier to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside of the Commonwealth of Pennsylvania. Long Distance calls will be billed in 6-second increments with an initial billing period of 18 seconds.

4.2 Rates

The rates set forth below are for all direct-dialed Long Distance calls. Rates for Operator-Assisted calls are set forth in Section 5.

4.2.1 Long Distance Calling Plan

| | | |
|-----------------|---------------|---------------|
| | <u>1 Year</u> | <u>2 Year</u> |
| Rate per minute | \$0.0500 | \$0.0475 |

Volume Discount

| | |
|----------------------|-----------------|
| <u>Monthly Usage</u> | <u>Discount</u> |
| \$0 - \$999 | 0% |
| \$1,000 - \$2,499 | 5% |
| \$2,500 - \$3,999 | 10% |
| \$4,000 | 15% |

Issued: November 29, 2006

Effective: November 30, 2006

Issued By: Daniel Meldazis, Director of Regulatory Affairs
200 N. LaSalle Street
Chicago, IL 60601

SECTION 4: LONG DISTANCE SERVICE4.3 Outbound 64K Long Distance4.3.1 Description

Outbound 64K LD allows customer to efficiently use ISDN-PRI trunk connections for videoconferencing. This product allows for full 64K bandwidth on each "B" channel for long distance calls.

4.3.2 Regulations

Outbound 64K LD is available with a Company ISDN-PRI circuit. The customer must ensure that their equipment is programmed to accept ISDN-PRI signaling and perform channel bonding. Outbound 64K LD is available where facilities exist. The ability of the public switched telephone network to support 64K bandwidth may also affect the availability of this product. The customer must ensure that the terminating location of the videoconference is able to accept end-to-end 64K bandwidth and both locations of the call must be on the Company's network.

Outbound 64K LD is available with either Broadwing Long Distance or FocaLINC Long Distance services. Rates for these services, as listed in sections 10 and 14 of this tariff will apply.

SECTION 5: MISCELLANEOUS SERVICES5.1 Operator Services

Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Services, to users accessing presubscribed public pay phones or customer provided stations, and to Customers and Users of another local exchange carrier's access lines which the Customer has pre-subscribed to the Company's outbound calling services.

5.1.1 Definitions

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 and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Station-to-Station: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or non-proprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third-party telephones which are coin telephones will not be accepted.

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.

Billed to Non-Proprietary Calling Card: Refers to calls that are dialed by the customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

SECTION 5: MISCELLANEOUS SERVICES5.1 Operator Services (cont'd.)5.1.2 Regulations

Long Distance calls may be placed on an Operator Assisted basis. For Operator Assisted calls to *Busy Line Verification and Interrupt*, or *Directory Assistance*, the surcharges specified in Section 5.2.3 and Section 5.3.2 will apply in addition to any applicable Operator charges.

5.1.3 Rates

In addition to the usage charges identified above, the following operator-assisted charges will apply:

| | <u>Per Call Charges</u> |
|--|-------------------------|
| Person-to-Person (Customer Dialed) | \$3.50 |
| Station-to-Station (Customer Dialed) | \$1.50 |
| Operator Dialed Charge (applies in addition to other operator charges) | \$0.60 |
| Billed to Non-Proprietary Calling Card (additional surcharge) | \$0.50 |

 Issued: November 29, 2006

Effective: November 30, 2006

Issued By: Daniel Meldazis, Director of Regulatory Affairs
200 N. LaSalle Street
Chicago, IL 60601

SECTION 5: MISCELLANEOUS SERVICES5.2 Busy Line Verify and Line Interrupt Service5.2.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

- A) The operator will determine if the line is clear or in use and report to the calling party.
- B) The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

5.2.2 Regulations

- A) 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.
 - 3) 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.
- B) No charge will apply:
 - 1) When the calling party advises that the call is to or from an official public emergency agency.
 - 2) Under conditions other than those specified in 5.2.2(A) preceding.
- C) Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- D) 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.

SECTION 5: MISCELLANEOUS SERVICES5.2 Busy Line Verify and Line Interrupt Service (cont'd.)5.2.3 RatesPer Request Charges

| | |
|--|--------|
| Busy Line Verify Service (each request) | \$1.00 |
| Busy Line Verify and Busy Line Interrupt Service (each request) | \$2.50 |

5.3 Directory Assistance5.3.1 Description

Customers and Users of the Company's calling services (excluding toll free services) may obtain directory assistance in determining telephone numbers within Pennsylvania by calling the Directory Assistance operator. An allowance of two direct dialed Directory Assistance calls per month without charge is permitted for each residence exchange service line. Call Allowances are not transferable between accounts.

5.3.2 Rates

- A) Directory Assistance charges apply for all requests for which the Company's facilities are used. Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

| | <u>Local</u> | <u>All Other</u> |
|-------------------------|--------------|------------------|
| Per Number Requested | \$0.50 | \$0.75 |

- B) 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 an incorrect Directory Assistance NPA.

To receive a credit, the customer must notify the Company operator or Business Office of the problem experienced.

Issued: November 29, 2006

Effective: November 30, 2006

Issued By: Daniel Meldazis, Director of Regulatory Affairs
200 N. LaSalle Street
Chicago, IL 60601

SECTION 5: MISCELLANEOUS SERVICES

5.4 Reserved For Future Use

Issued: November 29, 2006

Effective: November 30, 2006

Issued By: Daniel Meldazis, Director of Regulatory Affairs
200 N. LaSalle Street
Chicago, IL 60601

SECTION 5: MISCELLANEOUS SERVICES5.5 Service and Maintenance Charges5.5.1 Order Change Charge

An Order Change Charge will apply when the Company for performs some alteration to a customer's existing telephone service including moves, adds, changes and disconnects, or for establishing new service.

Non-recurring charge: \$150.00 per change

5.5.2 Expedited Order Charge

An Expedited Order Charge will apply when a customer requests a service date that is earlier than the standard interval service date for the service ordered. The request for an earlier service date may be received from the customer prior to the issuance of an order, or after the order has been issued but prior to the service date. Broadwing's acceptance of an expedited order is not a guarantee, implied or otherwise, that the service will be installed on or before the customer's requested date. If Broadwing accepts an expedite order and does not meet the customer's requested date, the expedite order fee will not be refunded.

Non-recurring charge: \$500.00 per request

5.5.3 DID Number Translation Charge

The DID Number Translation Charge covers customer-initiated translation work that takes place within the Company's switching platforms or network in order to properly route calls to customer specifications.

Non-recurring charge: \$100.00 Monthly Recurring Charge: \$100.00

5.5.4 Labor Charges

The following charges shall apply for labor performed by the Company per Customer request. Labor hours are billed in half-hour increments.

Normal business hours: \$150.00 first ½ hr, \$50.00 each additional ½ hr
(Monday through Friday, 8:00 a.m. to 6:00 p.m., except holidays*)

Off-hour business hours: \$300.00 first ½ hr, \$75.00 each additional ½ hr
(Monday through Friday, 8:00 p.m. to 6:00 a.m., except holidays*)

Saturdays, Sundays, & Holidays*: \$500.00 first ½ hr, \$125.00 each additional ½ hr

*Holidays include New Year's Day (Jan. 1), Memorial Day (the last Monday in May), Independence Day (July 4) Labor Day (the first Monday in Sept.), Thanksgiving Day (the fourth Thursday in Nov.) and Christmas Day (Dec. 25).

SECTION 5: MISCELLANEOUS SERVICES

5.5 Service and Maintenance Charges (cont'd)

5.5.5 Service Trip Charge

If an on-premise visit by the Company is required for trouble or service difficulties not resultant from the Company's provided equipment, a Service Trip Charge may be assessed to the subscriber for the visit by the Company and reasonable hourly charges by the technician. The following charge applies per visit:

Non-Recurring Charge: \$50.00 per visit

5.6 Restoration of Service

A restoration charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for. The restoration charge does not apply when, after disconnection of service, service is later re-established. The following charge applies per occasion:

Non-Recurring Charge: \$50.00 per occasion

5.7 Reserved for Future Use

SECTION 6: SPECIAL ARRANGEMENTS

6.1 Special Construction

6.1.1 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:

- A) non-recurring type charges;
- B) recurring type charges;
- C) termination liabilities; or
- D) combinations thereof.

6.1.2 Basis for Cost Computation

The costs referred to in 6.1.1 preceding 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;

SECTION 6: SPECIAL ARRANGEMENTS

6.1 Special Construction (cont'd.)

6.1.2 Basis for Cost Computation (cont'd.)

- 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) tariff preparation, processing and related fees;
- G) any other identifiable costs related to the facilities provided; or
- H) an amount for return and contingencies.

6.1.3 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.

- A) The termination liability period is the estimated service life of the facilities provided.

SECTION 6: SPECIAL ARRANGEMENTS6.1 Special Construction (cont'd.)6.1.3 Termination Liability (cont'd.)

- B) The amount of the maximum termination liability is equal to the estimated amounts for:
- 1) 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:
 - a) equipment and materials provided or used,
 - b) engineering, labor and supervision,
 - c) transportation, and
 - d) rights of way;
 - 2) license preparation, processing, and related fees;
 - 3) tariff preparation, processing, and related fees;
 - 4) cost of removal and restoration, where appropriate; and
 - 5) any other identifiable costs related to the specially constructed or rearranged facilities.
- C) 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 6.1.3(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 6.1.3(B) 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.

SECTION 6: SPECIAL ARRANGEMENTS

6.2 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.

6.3 Temporary Promotional Programs

The Company may 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.

SECTION 6: SPECIAL ARRANGEMENTS6.3 Temporary Promotional Programs (Cont'd)6.3.1 Broadwing Outbound DOD PromotionDescription

BROADWING COMMUNICATIONS, LLC will make the following Broadwing Outbound DOD (Direct Outward Dial) promotion available to Customers in PA/DE LATA 228 through December 31, 1999.

Pricing

Customers will select one of the following promotional pricing options:

| SERVICE ELEMENTS | OPTION A | OPTION B | OPTION C |
|-----------------------------|----------------------|--|--|
| Broadwing Outbound (DOD T1) | \$2,500.00 per month | \$2,000.00 per month | \$1,500.00 per month |
| Local Calling | No Charge | No Charge | No Charge |
| IntraLATA | \$0.0330 per minute | \$0.0330 per minute | \$0.0330 per minute |
| InterLATA Long Distance | \$0.0590 per minute | \$0.0590 per minute | \$0.0590 per minute |
| Toll Free Rewards* | \$0.0075 per minute | \$0.0075 per minute | \$0.0075 per minute |
| Usage Commitment | None | 50,000 minutes per month of any combination of outbound IntraLATA Toll, InterLATA LD, or Toll Free usage | 75,000 minutes per month of any combination of outbound IntraLATA Toll, InterLATA LD, or Toll Free usage |
| Non-Recurring Charge | \$250.00 per T1 | \$250.00 per T1 | \$250.00 per T1 |

Rules and Regulations

- At all times, the Broadwing Outbound (DOD) promotion is subject to the terms and conditions of this tariff.
- The Customer's order is not to exceed three (3) Broadwing Outbound DOD T1s per service address.
- Promotional pricing is available for only six (6) months prior to the signing of a Master Service Agreement (MSA), and it begins on the date of installation. The Customer may extend the promotional pricing for up to twelve (12) months only upon signing an MSA. Broadwing reserves the right to discontinue service at the end of six (6) months without a signed MSA. If an MSA is not signed upon the completion of the six (6) month promotional time period, Broadwing reserves the right to charge standard tariff rates.
- Broadwing reserves the right to audit any usage commitment and charge standard tariff rates if the usage commitment is not met during the promotional period.
- Upon signing an MSA, any Non-Recurring Charges paid will be credited to the Customer.
- Promotional pricing is available for new service and not as a replacement of existing service.

* Toll Free Rewards is a rebate that is available to Broadwing DOD T1 customers. For every minute of outbound 800 traffic that goes over a Broadwing Outbound T1, the customer will receive a rebate of 0.0075 cents.

Issued: November 29, 2006

Effective: November 30, 2006

Issued By: Daniel Meldazis, Director of Regulatory Affairs
200 N. LaSalle Street
Chicago, IL 60601

SECTION 6: SPECIAL ARRANGEMENTS

6.3 Temporary Promotional Programs (Cont'd)

6.3.2 Broadwing InterLATA Long Distance Promotion

Description

Broadwing Communications, LLC will make the following InterLATA Long Distance promotion available to Customers through June 30, 2000.

Pricing

\$0.0590 per minute

Rules and Regulations

1. InterLATA calls within the 48 contiguous United States only.
2. Does not apply to Toll Free calling.
3. All calls billed in 6-second increments with an initial billing period of 18 seconds.
4. Promotional pricing is available for new service and not as a replacement of existing service.

SECTION 7: INTRA-NETWORK CALLING7.1 FocaLINC™ InterLATA7.1.1 Description

FocaLINC™ InterLATA provides a tiered rate structure based upon how and where the interLATA call terminates. With FocaLINC™ InterLATA, there are three types of call terminations.

1. Broadwing – Broadwing InterLATA Calling

Broadwing-to-Broadwing interLATA calling is defined as any interLATA call that originates and terminates on Broadwing facilities.

2. On-Market InterLATA Calling

On-Market interLATA calling is defined as any interLATA call that originates on Broadwing facilities and terminates within one of Broadwing's markets. Broadwing's markets are based upon LATA boundaries.

LATAs associated with On-Market InterLATA Calling:

| LATA | LATA NAME |
|------|--------------------|
| 128 | EASTERN MASS |
| 132 | NEW YORK METRO NY |
| 222 | DELAWARE VALLEY NJ |
| 224 | NORTH JERSEY NJ |
| 228 | PHILADELPHIA PA |
| 236 | WASHINGTON DC |
| 238 | BALTIMORE MARYLAND |
| 320 | CLEVELAND OHIO |
| 340 | DETROIT MICHIGAN |
| 358 | CHICAGO ILLINOIS |
| 438 | ATLANTA GEORGIA |
| 552 | DALLAS TEXAS |
| 560 | HOUSTON TEXAS |
| 628 | MINNEAPOLIS MINN |
| 674 | SEATTLE WASHINGTON |
| 722 | SAN FRANCISCO CA |
| 730 | LOS ANGELES CA |

3. Off-Market InterLATA Calling:

Off-Market interLATA calling is defined as any interLATA call that originates on Broadwing facilities and terminates in a market not served by Broadwing (the call terminates in a LATA not listed above, but still lies within the 48 contiguous states).

SECTION 7: INTRA-NETWORK CALLING7.1 FocaLINC™ InterLATA (cont'd)7.1.2 Regulations

1. Customers must have their interLATA traffic PICed to Broadwing in order to qualify for FocaLINC™ InterLATA rates.
2. Calls of this type must originate and terminate on Broadwing facilities.
3. Off-Market InterLATA rates do not include international calls or calls to Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Bahamas, Jamaica, Dominican Republic, other Caribbean countries, North Mariana Island, and Guam.

7.1.3 Rates

The rates set forth in this section apply to all direct-dialed FocaLINC™ InterLATA calls. All calls will be billed in 6-second increments with an initial billing period of 18 seconds. For operator assisted FocaLINC™ InterLATA calls, the operator charges in Section 5 apply in addition to the charges listed below.

| <u>Rate per minute</u> | <u>Intrastate</u> | <u>Interstate</u> |
|---|-------------------|-------------------|
| Broadwing-to-Broadwing InterLATA Calling | \$0.039 | \$0.039 |
| On-Market InterLATA Calling | \$0.055 | \$0.055 |
| Off-Market InterLATA Calling | \$0.065 | \$0.065 |

Issued: November 29, 2006

Effective: November 30, 2006

Issued By: Daniel Meldazis, Director of Regulatory Affairs
200 N. LaSalle Street
Chicago, IL 60601