



221 E. Fourth St.
P.O. Box 2301
Cincinnati, Ohio 45201-2301

April 27, 2010

Mr. James McNulty, Secretary
Pennsylvania Public Utility Commission

RE: Dockets A-2009-2125861 and A-2009-2125864
Revisions to CLEC Local and Switched Access Tariffs

Dear Mr. McNulty:

This filing is being made to submit Cincinnati Bell Any Distance Inc.'s CLEC Tariffs No. 1 and No. 2 which have been revised pursuant to a request from J. Elaine McDonald of the Pennsylvania Public Utility Commission.

If there are any questions concerning this filing, I can be reached at (513)397-1296.

Sincerely,

A handwritten signature in cursive script that reads "Kathleen Campbell".

Kathleen Campbell
Regulatory Specialist

Attachments

Competitive Local Exchange Carrier Tariff

Cincinnati Bell Any Distance Inc.
Business Services Only
COMPETITIVE LOCAL EXCHANGE CARRIER
Regulations and Schedule of Charges

The Company will mirror the exchange area boundaries as stated in the tariffs of Verizon Pennsylvania Inc. Telephone Pa. P.U.C. No.185B and Verizon North Inc. Telephone Pa. P.U.C. Nos. 1, 3, 5, and 6.

The Company's tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S. and the Telecommunications Act of 1934, as amended), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

This tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the company's place of business: 221 East Fourth Street, 103-1280, Cincinnati, Ohio 45201.

ISSUED: March 22, 2010

EFFECTIVE: March 23, 2010

ISSUED BY:

Christopher J. Wilson, Vice President & General Counsel
Cincinnati Bell Any Distance Inc.
221 E. Fourth Street
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Competitive Local Exchange Carrier Tariff

LIST OF MODIFICATIONS

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Competitive Local Exchange Carrier Tariff

CHECK SHEET

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

| Page | Revision | Page | Revision | Page | Revision |
|------|----------|------|----------|------|----------|
| 1 | Original | 33 | Original | 65 | Original |
| 2 | Original | 34 | Original | 66 | Original |
| 3 | Original | 35 | Original | 67 | Original |
| 4 | Original | 36 | Original | 68 | Original |
| 5 | Original | 37 | Original | 69 | Original |
| 6 | Original | 38 | Original | 70 | Original |
| 7 | Original | 39 | Original | 71 | Original |
| 8 | Original | 40 | Original | | |
| 9 | Original | 41 | Original | | |
| 10 | Original | 42 | Original | | |
| 11 | Original | 43 | Original | | |
| 12 | Original | 44 | Original | | |
| 13 | Original | 45 | Original | | |
| 14 | Original | 46 | Original | | |
| 15 | Original | 47 | Original | | |
| 16 | Original | 48 | Original | | |
| 17 | Original | 49 | Original | | |
| 18 | Original | 50 | Original | | |
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| 20 | Original | 52 | Original | | |
| 21 | Original | 53 | Original | | |
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| 23 | Original | 55 | Original | | |
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| 25 | Original | 57 | Original | | |
| 26 | Original | 58 | Original | | |
| 27 | Original | 59 | Original | | |
| 28 | Original | 60 | Original | | |
| 29 | Original | 61 | Original | | |
| 30 | Original | 62 | Original | | |
| 31 | Original | 63 | Original | | |
| 32 | Original | 64 | Original | | |

* - Indicates those pages included with this filing.

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Competitive Local Exchange Carrier Tariff

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Competitive Local Exchange Carrier Tariff

TARIFF FORMAT

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

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EXPLANATION OF SYMBOLS USED IN THIS TARIFF

The following symbols are 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.

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Competitive Local Exchange Carrier Tariff

1. APPLICATION OF TARIFF AND DEFINITIONS

1.1 APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications service by Cincinnati Bell Any Distance Inc. to customers within the Commonwealth of Pennsylvania. Local exchange business services will be provided in the exchanges listed in this tariff and will reflect the same calling areas of the local exchange carriers with whom the Company has an interconnection or resale agreement in effect. The services in this tariff will be provided on both a facilities-based and resale basis.

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Competitive Local Exchange Carrier Tariff

1. APPLICATION OF TARIFF AND DEFINITIONS

1.2 DEFINITIONS

Certain terms used generally throughout this tariff are defined as follows.

1.2.1 Central Office

A switching unit in a telecommunications system providing service to the general public, that has the necessary equipment and operating arrangements for terminating and interconnecting lines and trunks.

1.2.2 Central Office Line

A circuit used within a central office to connect to an individual line or any type of trunk.

1.2.3 Company

Cincinnati Bell Any Distance Inc. (CBAD) which is the issuer of this tariff. Also refers to the underlying provider whose facilities CBAD uses to furnish service.

1.2.4 Commission

The Pennsylvania Public Utility Commission (PA. P.U.C.).

1.2.5 Contract

The service agreement between a customer and the Company under which facilities for the customer's use are furnished, in accordance with the provisions of this tariff.

1.2.6 Customer

The person, firm, corporation or other entity that orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

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Competitive Local Exchange Carrier Tariff

1. APPLICATION OF TARIFF AND DEFINITIONS

1.2 DEFINITIONS (Continued)

1.2.7 Demarcation Point (Network Interface)

The point of demarcation and/or interconnection between Company communications facilities and terminal equipment, protective apparatus or wiring at a customer's premises. Company-installed facilities at or constituting the demarcation point will consist of wire or a jack conforming to Subpart F of Part 68 of the FCC's rules. "Premises" as used in this section generally means a dwelling unit, other building or a legal unit of real property such as a lot on which a dwelling unit is located, as determined by the Company's reasonable and nondiscriminatory standard operating practices. The "minimum point of entry" as used in this section will be either (1) the closest practicable point to where the wiring crosses a property line or (2) the closest practicable point to where the wiring enters a multiunit building or buildings.

The Company's reasonable and nondiscriminatory standard operating practices will determine which of (1) or (2) will apply. The Company is not precluded from establishing reasonable classifications of multiunit premises for purposes of determining which of (1) or (2) above will apply. Multiunit premises include, but are not limited to, commercial, shopping center and campus situations.

(A) Single Unit Installations

For single unit installations existing as of December 27, 1991, and installations installed after that date, the demarcation point will be a point within twelve inches of the protector or, where there is no protector, within twelve inches of where the telephone wire enters the customer's premises.

(B) Multiunit Installations

- (1) In multiunit premises existing as of December 27, 1991, the demarcation point will be determined in accordance with the Company's reasonable and nondiscriminatory standard operating practices; provided, however, that where there are multiple demarcation points within the multiunit premises, a demarcation point for a customer will not be further inside the customer's premises than a point twelve inches from where the wiring enters the customer's premises.
- (2) In multiunit premises in which wiring is installed after December 27, 1991, including additions, modifications and rearrangements of wiring existing prior to that date, the multiunit premises owner will determine the location of the demarcation point or points. The multiunit premises owner will determine whether there will be a single demarcation point location for all customers or separate locations for each customer; provided, however, that where there are multiple demarcation points within the multiunit premises, a demarcation point for a customer will not be further inside the customer's premises than a point twelve inches from where the wiring enters the customer's premises.

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Competitive Local Exchange Carrier Tariff

1. APPLICATION OF TARIFF AND DEFINITIONS

1.2 DEFINITIONS (Continued)

1.2.8 Direct Inward Dialing (DID)

A service attribute that routes incoming calls directly to stations, bypassing a central answering point.

1.2.9 Directory Listing

The publication in the alphabetical directory of information pertaining to a customer's telephone number.

1.2.10 Exchange

A unit established for the administration of telecommunications service in a specified area, which usually embraces a city, town, or village and its environs. It consists of one or more central offices together with the associated plant used in furnishing telecommunications service within that area.

1.2.11 Individual Case Basis (ICB)

A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the customer's situation

1.2.12 Initial Service Period

The minimum length of time a customer is obligated to pay for service whether or not the customer retains the service for the minimum length of time. Unless stated otherwise in this tariff, the minimum period is 30 days.

1.2.13 Local Calling

A completed call or telephonic communication between a calling station and any other station within the local service area of the calling station.

1.2.14 Local Exchange Service

Telephone service furnished between points located within an area where there is no toll charge. Unless otherwise specified, local calling areas in this tariff shall be the same as the local calling areas of MCImetro Access Transmission d/b/a Verizon Access Transmission Services

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Competitive Local Exchange Carrier Tariff

1. APPLICATION OF TARIFF AND DEFINITIONS

1.2 DEFINITIONS (Continued)

1.2.15 Non-Recurring Charges

The one-time initial charges for service or facilities, including but not limited to charges for construction, installation, or special fees.

1.2.16 Private Branch Exchange (PBX)

An arrangement of equipment consisting of switchboards, dial switching equipment, wiring, telephone station apparatus, or a combination thereof. It provides for the interconnection of service lines associated with switching equipment located on a premises or extended to another premises relating to the same customer.

1.2.17 PA. P.U.C.

Pennsylvania Public Utility Commission. Also referred to as the "Commission."

1.2.18 Recurring Charges

The monthly charges to the customer for services, facilities and equipment, which continue on the agreed upon duration of the service.

1.2.19 Resale of Services

Resale of services is available only to carriers which are certified by the GPSC to provide intrastate local exchange services.

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Competitive Local Exchange Carrier Tariff

1. APPLICATION OF TARIFF AND DEFINITIONS

1.2 DEFINITIONS (Continued)

1.2.20 Services

The Company's telecommunications services offered on the Company's network.

1.2.21 Termination Charge

A charge applied to a customer when service is terminated before the expiration of the initial service period, or a charge applied where a basic termination charge is specified.

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Competitive Local Exchange Carrier Tariff

1. APPLICATION OF TARIFF AND DEFINITIONS

1.3 AVAILABILITY

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 to furnish service from time to time as required at the sole discretion of the Company.

The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

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Competitive Local Exchange Carrier Tariff

2. REGULATIONS

2.1 GENERAL

- 2.1.1 The regulations in Section 2 apply to all services contained within this tariff unless otherwise noted.
- 2.2.2 Revisions to this tariff which affect neither the service to subscribers (customers) nor the rate, classification, or charge to subscribers (customers) are authorized without further Order of the Commission. These revisions will be made in accordance with the Order granting such authority.

Such revisions include:

- A. Additions, deletions, corrections or rearrangements of items listed under Table of Contents, Index, Explanation of Symbols, and Explanation of Abbreviations;
- B. Rearrangements or corrections in paragraph references, headings, or numerical designations; and
- C. Changes to reflect revisions in names of other companies and in the names of exchanges of other companies approved by this Commission in connection with applications filed by other telephone companies.

Each revision will be effective on the date to be shown on the revised tariff sheets covering the changes, the effective date to be one day after the date of filing copies of the revised sheets with the Commission.

- 2.2.3 A move to a different continuous property is charged for as new installation of service. A new initial period applies at the new location and a termination charge applies at the old location, except as provided for elsewhere in this tariff, if the move occurs prior to the expiration of the initial service period.

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Competitive Local Exchange Carrier Tariff

2. REGULATIONS

2.2 OBLIGATION AND LIABILITY OF COMPANY

2.2.1 Liability Limitations

Approval of language contained in this tariff by the PA. P.U.C. does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of any exculpatory clauses.

2.2.2 Availability of Facilities

The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain, and maintain without unreasonable expense suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

2.2.3 Service Irregularities and Interruptions

In the event of an interruption to service which is not due to the negligence or willful act of the customer, there will be allowed a prorata adjustment of the monthly charges involved, for the service and facilities rendered useless and inoperative by reason of the interruption, during the time said interruption continues in excess of twenty-four hours from the time it is reported to the Telephone Company or detected by the Company. For the purpose of administering this regulation, every month is considered to have thirty days.

- A. Each public utility shall endeavor to maintain its entire system in such condition as to make it possible to furnish continuous service, and shall take reasonable measures to prevent interruptions of service and to restore service with a minimum delay if interruptions occur.
- B. When main telephone service is interrupted for a period of at least 24 hours, the public utility, after due notice by the customer, shall apply the following schedule of allowances except in situations as provided for in paragraph (3):
 - 1. One-thirtieth of the tariff monthly rate of services and facilities furnished by the public utility rendered inoperative, useless or impaired for each of the first three full 24-hour periods during which the interruption continues after notice by the customer to the public utility conditioned that the out-of-service extends beyond a minimum of 24 hours.
 - 2. Two-thirtieths of each full 24-hour period beyond the first three 24-hour periods. However, in no instance may the allowance for the out-of-service period exceed the total charges in a billing period for the service and facilities furnished by the public utility rendered useless or impaired.

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Competitive Local Exchange Carrier Tariff

2. REGULATIONS

2.2 OBLIGATION AND LIABILITY OF COMPANY (Continued)

2.2.3. Service Irregularities and Interruptions (Continued)

3. When service is interrupted for a period of at least 24 hours due to such factors as storms, fires, floods or other conditions beyond the control of the public utility, an allowance of 1/30 of the tariff monthly rate for all services and facilities furnished by the public utility rendered inoperative or substantially impaired to the extent of being useless shall apply for each full 24 hours during which the interruption continues after notice by the customer to the public utility.
4. The allowances set forth in paragraphs 1 thru 3 may not be applicable where service is interrupted by the negligence or willful act of the customer to service or where the public utility, pursuant to the terms of the contract for service, suspends or terminates service for nonpayment of charges or for unlawful or improper use of the facilities or service or for any other reason provided for in the filed and effective tariff.

For the purpose of applying this provisions, the word "interruption" shall mean the inability to complete calls; incoming, outgoing, or both. "Interruption" does not include and no credit allowance shall be given for service difficulties such as slow dial tone, busy circuits, or other network and/or switching capacity shortages. Nor shall the credit allowance apply where service is interrupted by the negligence or willful act of the customer or the failure of facilities provided by the customer, or unlawful or improper use of the facilities or service.

No credit allowance will be made for interruptions due to electric power failure, where by the provisions of this tariff, the customer is responsible for providing electric power.

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of the customer, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision, will in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which the mistake, omission, interruption, delay or error, or defect in transmission occurs.

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Competitive Local Exchange Carrier Tariff

2. REGULATIONS

2.2 OBLIGATION AND LIABILITY OF COMPANY (Continued)

2.2.3 Service Irregularities and Interruptions (Continued)

The customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with the facilities provided by the Company; and against any and all losses from damage to the customer's facilities or equipment attached or connected to facilities furnished by the Company.

2.2.4 Transmitting Messages

The Company does not undertake to transmit messages but offers the use of its facilities for communications between its customers.

2.2.5 Use of Connecting Company Lines

When the lines of other companies are used in establishing connections to points not reached by the Company's lines, the Company is not liable for any act or omission of the other company or companies.

2.2.6 Defacement of Premises

The Company is not liable for any defacement or damage to the customer's premises resulting from the existence of the Company's equipment and associated wiring on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the Company's negligence.

When the customer is a tenant and requests an installation that could, in the opinion of the Company, result in damage to the property of the owner, the customer must obtain, prior to installation, a written release from the owner or his authorized agent absolving the Company of liability.

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Competitive Local Exchange Carrier Tariff

2. REGULATIONS

2.3 USE OF SERVICE AND FACILITIES

2.3.1 Ownership and Use of Service and Equipment

A. General

Equipment and lines furnished by the Company on the premises of a customer are the property of the Company, whose agents and employees have the right to enter the premises at any reasonable hour for the purpose of installing, inspecting, maintaining, or repairing the equipment and lines, or upon termination of the service, for the purpose of removing the equipment or lines.

Equipment furnished by the Company must, upon termination of service for any cause whatsoever, be returned to it in good condition, except for reasonable wear and tear.

Customer-provided equipment or protective circuitry may be connected to the telecommunications network in accordance with provisions of the Federal Communications Commission's registration program, as are now in effect or may become effective.

B. Resale

All services in this tariff are available for resale by PA. P.U.C. certified Competitive Local Exchange Carriers (CLECs) on a non-discriminatory basis at the rates and charges shown in this tariff, unless otherwise noted in this tariff.

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Competitive Local Exchange Carrier Tariff

2. REGULATIONS

2.3 USE OF SERVICE AND FACILITIES (Continued)

2.3.2 Connections of Customer-Provided Terminal Equipment and Communications Systems

A. General Provisions

1. General

Customer-provided terminal equipment and communications systems may be connected at the customer's premises to telecommunications services furnished by the Company, where the connections are made in accordance with the provisions of Part 68 of the Federal Communications Commission's (FCC's) Rules and Regulations, and any Company tariffs.

2. Responsibility of the Customer

The customer is responsible for the installation, operation and maintenance of any customer-provided terminal equipment or communications system. No customer-provided terminal equipment or communications systems or combinations thereof may require change in or alteration of the equipment or services of the Company, cause electrical hazards to Company personnel, damage to Company equipment, malfunction of Company billing equipment, or degradation of service to persons other than the user of the subject terminal equipment or communications system, the calling or called party. Upon notice from the Company that customer-provided terminal equipment or communications system is causing such a hazard, damage, malfunction or degradation of service, the customer must make whatever changes are necessary to remove or prevent the hazard, damage, malfunction or degradation of service.

The customer is responsible for the payment of a Maintenance of Service Charge as provided in Section 2.4.6 of this tariff for visits by a Company employee to the customer's premises when a service difficulty or trouble report results from the use of customer-provided terminal equipment or communications system.

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Competitive Local Exchange Carrier Tariff

2. REGULATIONS

2.3 USE OF SERVICE AND FACILITIES (Continued)

2.3.2 Connections of Customer-Provided Terminal Equipment and Communications Systems
(Continued)

A. General Provisions (Continued)

3. Responsibility of The Company

Telecommunications services are not represented as adapted to the use of customer-provided terminal equipment or communications systems. Where customer-provided terminal equipment or communications systems are used with telecommunications services, the responsibility of the Company is limited to furnishing service components suitable for telecommunications services and to the maintenance and operation of service components in a proper manner for those services. Subject to this responsibility, the Company is not responsible for (1) the through-transmission of signals generated by the customer-provided terminal equipment or communications systems, or for the quality of, or defects in this transmission; or (2) the reception of signals by customer-provided terminal equipment or communications systems; or (3) address signaling, where this signaling is performed by customer-provided signaling equipment.

At the customer's request, the Company will provide the interface parameters needed to permit customer-provided terminal equipment to operate properly with the Company's telecommunications services.

The Company may make changes in its telecommunications services, equipment, operations or procedures, where these changes are consistent with Part 68 of the FCC's Rules and Regulations. If changes made by the Company can be reasonably expected to render any customer's communications system or terminal equipment incompatible with telecommunications services, or require modification or alteration of the customer-provided communications systems or terminal equipment, or otherwise materially affect its use or performance, the customer will be given adequate notice of the changes in writing, to allow the customer an opportunity to maintain uninterrupted service.

4. Recording of Two-Way Telephone Conversations

The recording of two-way telephone conversations is governed by state and federal laws and regulations.

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2. REGULATIONS

2.3 USE OF SERVICE AND FACILITIES (Continued)

2.3.2 Connections of Customer-Provided Terminal Equipment and Communications Systems
(Continued)

A. General Provisions (Continued)

5. Violation of Regulations

When any customer-provided terminal equipment or communications system is used with telecommunications services in violation of any of the provisions in this Section 2, part C.2, the Company will take whatever immediate action is necessary for the protection of the telecommunications network and Company employees, and will promptly notify the customer of the violation.

The customer must discontinue use of the terminal equipment or communications system or correct the violation and must confirm in writing to the Company within 10 days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure of the customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above will result in suspension of the customer's service until the customer complies with the provisions of this tariff.

B. Connections of Registered Equipment

The term "Registered Equipment" denotes equipment which complies with and has been approved within the registration provisions of FCC Part 68.

Customer-provided registered terminal equipment, registered protective circuitry, and registered communications systems may be directly connected to the telecommunications network at the customer premises, subject to FCC Part 68.

C. Premises Wiring Associated With Registered Communications Systems

Premises wiring is wiring which connects separately-housed equipment entities or system components to one another, or wiring which connects an equipment entity or system component with the telephone network interface or demarcation point not within an equipment housing. All premises wiring, whether fully protected or unprotected, must be installed in compliance with FCC Part 68.

Customers who intend to connect premises wiring other than fully protected to the telephone network must give advance notice to the Company in accordance with the procedures specified in FCC Part 68 or as otherwise authorized by the FCC.

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2. REGULATIONS

2.4 ESTABLISHMENT AND FURNISHING OF SERVICE

2.4.1 Application for Service

The Company may refuse an application for service if objection is made by or on behalf of any governmental authority to furnishing the service.

An application for service becomes a contract upon the establishment of service. Neither the contract nor any rights acquired under it may be assigned or transferred in any manner except as specifically provided for in this tariff. Requests for additional service, when established, become a part of the original contract, except that each item of additional service is furnished subject to payment of applicable charges.

If an applicant has an outstanding account with the Company, the Company reserves the right to reject application for service until the amount due for local services included in this tariff has been paid in full.

A contract for service may be transferred to another individual, partnership, association, or corporation. No billing adjustment for local exchange service previously furnished will be made and the new customer must assume all outstanding indebtedness of the original customer. No charge applies to service transferred in accordance with these provisions.

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2. REGULATIONS

2.4 ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

2.4.2 Deposits

Applicants or customers whose financial condition is not acceptable to the Company or is not a matter of general knowledge, may be required to make, at any time, a cash deposit up to an amount equaling two times (2x) one (1) month's actual or estimated charges for the purpose of guaranteeing final payment for service, in accordance with the rules of the Commission. Interest on cash deposits will be payable per the deposit rules and regulations prescribed by the Pa. P.U.C. pursuant to 52 Pa. Code § 53.82.

2.4.3 Telephone Numbers

The customer has no property right in the telephone number which is assigned by the Company, or any right to continuance of service through any particular central office, and the Company reserves the right to change the telephone number or the central office designation, or both, of a customer whenever it deems it necessary to do so in the conduct of its business.

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2. REGULATIONS

2.4 ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

2.4.4 Payment for Service

- A. The customer is responsible for payment; monthly, or on demand, of all charges for facilities and services furnished the customer, including charges for services originated, or charges accepted, at such facilities. Charges are payable at the Telephone Company's Business offices or at any agency authorized to receive such payments.
- B. Bills are rendered monthly and include charges for local service for the current service month.
- C. Prior written notice will be given if service is to be temporarily denied or the contract terminated for the non-payment of any sum due in accordance with Paragraph 2.4.5 following. Service will not be denied prior to five days from the date contained on said notice.
- D. All service, provided to the same customer as one business service, regardless of the tariff under which the service is provided, is considered one service for payment purposes. All service may be disconnected for non-payment even though payment is current for service provided under one or more tariffs.
- E. Where the Company provides billing inquiry service, customer inquiries relative to toll charges will be responded to promptly by the Company.
- F. Where the inquiry service is provided by an IXC or its designated agent, the IXC or agent will be responsible for notifying the Company immediately regarding any bona fide dispute over outstanding toll charges, so that service will not be terminated during the investigation of the dispute.

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2. REGULATIONS

2.4 ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

2.4.4 Payment for Service (Continued)

H. A subscriber who orders service or equipment installations, moves, or changes prior to the date of any increase in the one time charge applicable to such work will be subject to the one time charge in effect at the time the subscriber's order was received by the Company, provided the work is completed within the Company's normal installation interval in effect at the time the order was placed. However, if subsequent to the effective date of the increase in the one time charge, the completion of such work is delayed beyond the Company's normal installation interval and the delay is not caused by the Company, the subscriber will then be subject to the one-time charge in effect at the time the work is completed by the Company.

I. Insufficient Fund Checks

Customers will be charged \$30.00 on all checks issued to the Company which are returned due to insufficient funds. At the discretion of the Company, the insufficient funds check charge may be waived under appropriate circumstances (e.g. a bank error).

J. Late Payment Charge

Customers will be charged a late payment penalty in the amount of 1.5% per month on all delinquent amounts owed to the Company.

2.4.5 Denials or Disconnection and Restoral of Service

A. Upon five (5) days written notice, the Company may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

1. Non-payment of any sum due to the Company for service for more than thirty days beyond the date of rendition of the bill for such service;
2. Violation of any regulation governing the service under this tariff;
3. Violation of any law, rule, or regulation of an government authority having jurisdiction over the service; or
4. The Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
5. Customer uses equipment in such a manner as to adversely affect the Company's equipment or service to others.

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2. REGULATIONS

2.4 ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

2.4.5 Denial or Disconnection and Restoral of Service (Continued)

- B. The Company reserves the right to discontinue or refuse service because of abuse or fraudulent use of service. Abuse or fraudulent use of service includes the use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information without payment of appropriate charges, or violation of any law or regulation pertaining to telecommunications service.

- C. Service may not be refused, denied or disconnected for any of the following reasons:
 - 1. Delinquency in payment for service by a previous occupant at the premises to be served;
 - 2. Failure to pay any amount which, according to established payment dispute and resolution procedures, is in bona fide dispute;
 - 3. Failure to pay directory advertising charges or any other non-regulated service charges including 900/700 or any "dial-it"-like service charges.

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2. REGULATIONS

2.4 ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

2.4.6. Maintenance and Repairs

The Company undertakes to maintain and repair the equipment and facilities which it furnishes to customers pursuant to its tariffs. The customer is responsible for damages to equipment or facilities of the Company caused by the negligence or willful act of the customer.

The customer may not rearrange, disconnect, remove, or attempt to repair, or permit others to rearrange, disconnect, remove, or attempt to repair any equipment or facilities which the Company maintains or repairs pursuant to its tariffs, without the express consent of the Company.

If trouble develops and the customer has any equipment or facilities which the Company does not maintain or repair, the customer will make appropriate tests to determine whether that equipment or facility is the cause of the trouble before reporting an out-of-service or other trouble condition to the Company.

Customers will be required to pay the maintenance of service charges, for visits made by the Company to the customer's premises, when a service difficulty or trouble report results from equipment or facilities not maintained or repaired by the Company. The customer will be advised, before a visit to his premises, of the possibility of a maintenance of service charge.

Maintenance of Service Charge:

- | | | |
|----|---------------------------------|--------------------|
| A. | During Normal Working Hours | \$265.00 per visit |
| B. | Outside of Normal Working Hours | \$400.00 per visit |

Normal Working Hours are defined as Monday to Friday, 7am to 7pm in the time zone of the customer's location of the dispatch. If a visit begins and/or ends outside this period, it is considered Outside of Normal Working Hours.

Any dispatch that begins or ends from 12:01 am to 12:00 am the following day the time zone of the customer's location of the dispatch. If a visit begins and/or ends outside this period, it is considered Outside of Normal Working Hours. Any dispatch that begins or ends from 12:01 am to 12:00 am the following day the time zone of the Customer's Premises on these holiday's will also be considered "Outside of Normal Working Hours":

| | | |
|------------------------|-----------------|----------------------------|
| New Year's Day | Memorial Day | Martin Luther King Jr. Day |
| Independence Day | Labor Day | Thanksgiving Day |
| Day after Thanksgiving | Presidents' Day | Christmas Day |

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2. REGULATIONS

2.4 ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

2.4.7 Special Equipment and Arrangements

Special equipment and arrangements requested by customers and not otherwise provided for in this tariff may be furnished where possible, if not detrimental to any of the services furnished by the Company, at charges that are in addition to other applicable charges.

2.4.8 Overtime

For work performed outside the normal working hours of the Company at the request of the customer, the additional expense incurred by the Company is charged to the customer in addition to other charges which are applicable. In such cases, charges based on the cost of labor, materials, and other costs incurred by or charged to the Company will apply. The customer will be notified in advance if such charges may apply.

2.4.9 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service which varies from tariffed arrangements. Rates quoted in response to such requests may be different from the tariffed rates specified for such services. ICB rates will be made available to similarly situated customers. ICB rates will be filed with the Pa. P.U.C upon request.

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2. REGULATIONS

2.4 ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

2.4.10 Identity of Customer-Announcement Facilities

Use of Company facilities for public announcement service or non-public announcement service is subject to the following conditions:

- A. For purposes of identification, exchange service customers who transmit recorded announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided.
- B. Customers transmitting factual announcements such as time, weather, stock market quotations, airline schedules, and similar information are excluded from the preceding conditions.
- C. Failure to comply with the provisions of this tariff will be cause for termination of the service.
- D. The Company will reveal on request, to the extent the information is available from its records, the identity of the individual responsible for service with which announcement facilities have been associated.

2.4.11 Wire Tap Investigation

When a wire tap investigation is made by the Company at the request of a customer, and no wire tap trouble condition in Company equipment or facilities can be found, the cost incurred for inspection of the facilities and equipment serving the customer may be charged to the customer.

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2. REGULATIONS

2.4 ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

2.4.12 Provisions for Certain State and Local Taxes and Fees

There shall be added to the customer's bill, as a separate item, an amount equal to the customer's proportionate part of any license, occupation, franchise, or other similar tax or fee, now or hereafter agreed to or imposed upon the Company by state or local taxing authorities, whether imposed by ordinance, franchise agreement or otherwise, and whether imposed upon or measured by the gross receipts, net receipts or revenues of the Company. Such amount will be added to the bill of each customer who receives service within the territorial limits of the taxing authority. Where more than one such tax or fee is imposed, each of the amounts applicable to the customer shall be added to the customer's bill as a separately identified item.

2.4.13 Promotional Offerings

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission and will be included in the Company's tariff. Pursuant to 52 Pa. Code § 53.60 promotional offerings will not exceed 6 months in a rolling 12 month period and will be filed as a tariff supplement.

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Competitive Local Exchange Carrier Tariff

2. REGULATIONS

2.5 DIRECTORIES

2.5.1 Ownership and Use

The Company reserves the right to charge for directories issued in replacement of directories defaced or mutilated while in possession of customers.

2.5.2 Distribution

The Telephone Company will furnish to its customers without charge, only such directories as it deems necessary for the efficient use of service.

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2. REGULATIONS**2.6 VARIABLE TERM PAYMENT PLAN****2.6.1 General**

- A. The Variable Term Payment Plan (VTPP) is a payment plan which allows customers to pay a fixed rate for services over one of any currently available payment periods. A different monthly rate applies for the duration of each period. The monthly rate varies inversely with the length of the payment period, e.g., the monthly rate for a short period is greater than that for a long period.
- B. The minimum period is 12 months, unless otherwise specified in product tariffs.
- C. During the effective term of a customer's initial payment period, the monthly rate is not subject to Company-initiated changes.
- D. Unless specifically exempted, services furnished under the Variable Term Payment Plan are subject to all general regulations applicable to the provision of service by the Company as stated elsewhere in this and other tariffs.

2.6.2 Regulations

- A. Application of Rates and Charges (unless stated otherwise in the product tariffs)
 - 1. The monthly rate applicable at the time a customer subscribes to a product or service under the Variable Term Payment Plan is not subject to Company-initiated change during the initial payment period, providing there are no customer-initiated delays in the establishment of the subscribed-for product or service.
 - 2. After the expiration of either the initial payment period or the subsequent 12-month payment periods the monthly rate will continue to be the same rate that the customer paid under their initial term agreement. The rate will be subject to Company-initiated changes with a 60-day written notice to the customer during which time the customer shall have the right to terminate the agreement, without incurring termination charges. The rate adjustment would not exceed the tariffed rate.
 - 3. Nonrecurring charges are to be paid in full at the time of installation.
 - 4. In the event that all or any part of the service is disconnected at customer request before expiration of any selected payment period of greater than one month's duration, the customer will be required to pay termination charges as stated in this tariff.
 - 5. Rates and charges apply according to the appropriate schedules for products and services offered under the Variable Term Payment Plan.

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2. REGULATIONS

2.6 VARIABLE TERM PAYMENT PLAN (Continued)

2.6.2 Regulations (Continued)

B. Renewal Options

The customer has the following renewal options:

1. Prior to completion of the present VTPP payment period and upon notification to the Company, a customer may renew for any payment period currently available under VTPP. The rates will be those currently in effect for new customers at the time of renewal. The new payment period starts the day following completion of the prior payment period.
2. If upon completion of the current payment period the customer has not chosen a new payment period and has not requested discontinuance of service, the customer's agreement will automatically renew for a 12-month period at the rate the customer is paying under their current agreement unless either party notifies the other in writing or verbally of its intention not to renew, at least 30 days before the end of the then-current term.

C. Early Contract Termination

Unless otherwise noted in individual product tariffs, if the customer terminates their service prior to the expiration date of the term agreement, the customer will be required to pay early termination charges that equate to the monthly charges for the remainder of either the initial payment period or the subsequent 12-month payment periods. If nonrecurring charges associated with the installation of the business services were waived, the customer will become liable for payment of the waived charges.

Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

D. Additions

If the customer wishes to make additions, the customer may also select, from those currently available in the tariff, a different payment period of equal or shorter length than the time remaining in the period selected for the existing service at the current filed rates for the selected period. The additions may then have a different expiration date than the existing service.

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2. REGULATIONS

2.5 VARIABLE TERM PAYMENT PLAN (Continued)

2.5.2 Regulations (Continued)

E. Upgrades

1. Allowable upgrades to products offered by the Company are specified in the individual tariffs currently in effect for offerings under the Variable Term Payment Plan.
2. A customer who elects to upgrade an installed product may choose one of two options, unless otherwise specified in the product tariffs:
 - (a) The existing payment period may be extended by a period of time specified in the product tariff, and the new and the previously installed service will expire on the same date. The rate level applicable for the new service is the one currently in effect for the payment period which the customer had selected prior to the upgrade, while the rates for services previously installed and continuing in service are unaffected. (If the payment period selected by the customer prior to the upgrade has been discontinued in the tariff, the new service will be billed at rates applicable for the next shorter payment period in the current tariff.)
 - (b) The new service may be billed over a currently available payment period of equal or shorter length than the time remaining in the existing payment period. Current rates apply for the selected payment period for the new service. Rates for service previously installed and continuing in service are unaffected. The expiration date of the new service is then either the same as or earlier than that of the previously installed system.

When the expiration date of the new service is earlier, the customer must select another payment period for the service according to the terms and conditions stated in the preceding paragraph at the time of expiration.

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2. REGULATIONS

2.6 VARIABLE TERM PAYMENT PLAN (Continued)

2.6.2 Regulations (Continued)

F. Downgrades

1. Allowable downgrades for installed services are specified in product tariffs.
2. A customer has the option to place any new service on a coterminous payment unless otherwise specified in the product tariff. Rates for the new service are those currently in effect for the original payment period (or, if the period is no longer available, for the next shorter one). The rates for services remaining after the downgrade will not be affected.
3. When a coterminous payment period is not chosen for new service, the customer must select a payment period of equal or shorter length than the time remaining in the current payment period. Current rates apply for the equal or shorter payment period. Service remaining on the customer's premises will continue to be billed at the rates in effect before the downgrade. The new service may than have a different expiration date from the service which remained after downgrading.
4. When the expiration dates differ, the customer must select a new payment period for the service (at the time of expiration) added at the time the service was downgraded, according to the terms and conditions in this section.

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2. REGULATIONS

2.6 VARIABLE TERM PAYMENT PLAN (Continued)

2.6.2 Regulations (Continued)

G. Requests for Changes in Length of Initial Payment Period

Following the establishment of service for a service furnished under a Variable Term Payment Plan period and before the completion of that period, the existing payment period may be replaced by a currently offered payment period at the current rates, subject to the following conditions:

1. No credit will be given for payments made during the formerly selected period. However, nonrecurring charges will not be reapplied.
2. The new payment period begins with the date requested.
3. No termination charge applies provided the customer selects a new payment period equal to or longer than the time remaining under the former payment period. Otherwise, a termination charge applies for the former payment period.
4. The new payment period selected for a component of a service must be equal to or shorter than the time remaining in that service's existing payment period.

H. Supersedure

Service may be transferred to a new customer at the same location, upon prior written concurrence by the Company. The new customer will be subject to all provisions currently reflected in the service agreement.

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2. REGULATIONS

2.7 EMERGENCY NUMBER 911 SERVICE

2.7.1 Glossary of Terms

Host Telephone Company: The service provider, which is also the telecommunications public utility that provides 9-1-1 service to the county/municipality, and that houses the Automatic Location Identification (ALI)/MSAG data used for providing 9-1-1 service.

MSAG Content: The data elements of the MSAG (Master Street Address Guide) including (but not necessarily limited to) the data elements that are entered into the following fields A-I of a standard MSAG record:

- A. Tax area record
- B. Locality
- C. Street
- D. Thoroughfare
- E. Directional [where required]
- F. Even (E), odd (O), or all (A) [applied to house numbers]
- G. Low-high range of house numbers
- H. PSAP (Public Safety Answering Point)
- I. LAT/LONG (Latitude/Longitude) [where required]

MSAG Formatting, Format: Shall include changes to the identity of fields, order of fields, and number and arrangement of data elements in each field, and a telephone company's rearrangement or regrouping of such data, without changing the MSAG content, for purposes of validating against MSAG records.

Telephone Company: A telecommunications public utility regulated by the Pennsylvania Public Utility Commission and which has or requests access to the county/municipality 9-1-1 system or connection to the serving selective router, including, but not limited to, local exchange carriers and competitive local exchange carriers. This term is synonymous with 'service provider'.

Telephone Company system: Reference to a service provider's own facilities-based network or, if operating as a nonfacilities-based competitive local exchange carrier, the facilities contracted by the Telephone Company for provision of service.

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2. REGULATIONS

2.7 EMERGENCY NUMBER 911 SERVICE (Continued)

2.7.2 General

The Service Access Code 9-1-1 allows the customer to reach the appropriate emergency services including police, fire and medical services. Enhanced 9-1-1 has the ability to selectively route an emergency call to the primary 9-1-1 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary 9-1-1 provider for display at the Public Answering Point (PSAP).

Pursuant to the Public Safety Emergency Telephone Act (Act 78 of 1990), as amended), the Telephone Company collects a fee from its customers on behalf of the counties in its operating area to support the 9-1-1 system. Counties of the first through second class may impose a monthly contribution rate in an amount not to exceed \$1 per line on each local exchange access line. Counties of the third through fifth class may impose a monthly contribution rate in an amount not to exceed \$1.25 per line on each local exchange access line. Counties of the sixth through the eighth class may impose a monthly contribution rate not to exceed \$1.50 per line on each local exchange access line. The contribution rate may be used by counties for the expenses of implementing, expanding or upgrading a 911 system.

Parties dialing 9-1-1 waive the privacy afforded by non-listed and non-published service to the extent that the telephone number, names, and address associated with the originating station location are furnished to the Public Safety Answering Point.

2.7.3 Regulations

- A. The Telephone Company, whether supplying service through its own facilities or the use of an underlying carrier, will comply with the Protocols as set forth in, and in the form of Service Provider E-9-1-1 Protocols, Service Provider E-9-1-1 Questionnaire and Testing Procedures in accordance with the Petition of Bell Atlantic-Pennsylvania, Inc. for a Declaratory Order Relating to the Provision of Master Street Address Guides; Docket No. P-0097 1203; Settlement Agreement of all Parties and Joint Petition entered August 7, 1998 *MSAG Order*.
- B. The Telephone Company is indemnified under the Public Safety Emergency Telephone Act, Act 78 of 1990.
- C. The Telephone Company's liability and insurance provisions are fully stated in its tariff's General Regulations.
- D. Cases of Service interruptions affecting public health and safety shall receive priority attention under any and all conditions, particularly in time of disaster. Every appropriate resource will be utilized. The service provider will make reasonable best efforts to have its system fully functional as soon as possible, unless conditions beyond the service provider's control prevent service restoration.

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Competitive Local Exchange Carrier Tariff

2. REGULATIONS

2.7 EMERGENCY NUMBER 911 SERVICE (Continued)

2.7.3. Regulations (Continued)

- E. The Telephone Company will not use the county's/municipality's MSAG for any purpose that is not directly related to and required for the provision of 9-1-1 service.
- F. The Host Telephone Company will install the county's/municipality's MSAG in 'read/write' format and will not modify the content of the MSAG unless requested or permitted to do so by the county/municipality. A request to modify content by the Host Telephone Company shall be responded to by the county/municipality within (10) business days or the request is deemed to be approved. The request shall be in writing and shall set forth in reasonable detail the proposed modification and all reasons in support. The request shall be granted provided the modification is necessary for the Host Telephone Company's provision, maintenance, or upgrading of the 9-1-1 service.
- G. The Telephone Company shall not otherwise modify the content of the MSAG, but may make formatting changes approved by the county/municipality necessary to enable the MSAG to conform to the telephone company's information system(s). The request shall be in writing and shall set forth in reasonable detail the formatting changes and all reasons in support. The county/municipality shall respond to the request in ten (10) business days or the request is deemed to be approved. The request shall be granted provided the formatting change does not impair the integrity and accuracy of the MSAG database. For the purposes of this regulation, a content or formatting change does not include the use of the MSAG content in telephone companies' operational support systems to validate customer information for input to the ALI database.
- H. The Telephone Company will not sell, lease, rent, loan or provide, or transfer the county's/municipality's MSAG to any other person(s) or entity(ies) without the express written authorization of the county's/municipality's 9-1-1 coordinator, or his or her designee.

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2. REGULATIONS

2.7 EMERGENCY NUMBER 911 SERVICE (Continued)

2.7.3 Regulations (Continued)

- I. The Telephone Company will not, without the written consent of the county/municipality, modify or create any derivative of the county's/municipality's MSAG, except as follows: one (1) mirror image copy of the MSAG may be made in electronic form for archival purposes (the copy may be made in read/write format by the host telephone company, but shall be made solely in read-only format by all other telephone companies), and the telephone company may make a mirror image copy, solely in read-only format and only for database reconciliation, address verification for new connections of service, and other functions that are necessary to ensure that the name and address information provided by the service provider to the county/municipality is accurate and conforms to the county's/municipality's MSAG format.

2.8 811 SERVICE

811 Service is a three-digit local dialing arrangement that allows local exchange end users to reach a state service center that provides advance excavation notice services. The 811 code was assigned, pursuant to Federal Communications Commission (FCC) Order in CC Docket 92-105, to provide a one call system ("call before you dig" service) for excavators and the general public to notify facilities operators in advance of excavation activities. The Company provides the routing for calls made to 811 to the service center. The Company does not operate the 811 Service center.

811 calls cannot be placed using 1+ calling, 0+ calling, 0-Operator Assisted Calling, or 101XXXX calling.

Certain equipment, such as coin telephones and PBXs, may require special programming to allow 811 calling.

811 Service can only be accessed for calls originating on the Company's network, either from end user customers who directly purchase the Company's service or from customers of other LECs that resell the Company's services.

The Company will make every effort to route 811 calls to the appropriate service center. The Company's only obligation under 811 Service is to attempt to transmit the call to the appropriate service center. However, the Company will not be held responsible for routing mistakes, service interruptions, or other intervening acts that may interfere with telephone service and/or completion of the call.

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2. REGULATIONS

2.8 811 SERVICE (Continued)

The Company is not responsible for redirecting or otherwise handling 911 and other calls misdialed or misrouted as 811 calls. The 811 Service center is responsible for developing an appropriate method for responding to 811 calls placed in error or due to customer confusion.

The Company's provision of 811 Service shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward, or any right of action on behalf of, any third person or legal entity including end users of the Company or any other carriers or service providers.

The Company's liability with respect to 811 Service, including damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities provided by the Company, shall be limited to the terms set forth in Section 2.2 of this tariff.

There is no charge for 811 Service, and 811 calls will not result in local measured service usage charges.

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2. REGULATIONS

2.9 PENNSYLVANIA TELECOMMUNICATIONS RELAY SERVICE

2.9.1 General

The Pennsylvania Telecommunications Relay Service (PA TRS) is a relay telecommunication service for the deaf, hard of hearing, hearing and/or speech disabled population of the Commonwealth. The PA TRS is mandated by the Americans with Disabilities Act of 1990 to provide functionally equivalent telephone services that are available to other U.S. citizens, at no additional cost. The PA TRS includes both traditional relay (devices such as Teletypewriters (TTY) and Telecommunication Devices for the Deaf (TDD)) and captioned-telephone voice-carry-over relay services (captioned telephone). These relay services permit telephone communications between individuals with hearing and/or speech disabilities, who must use a TTY, TDD or captioned telephone, with individuals having normal hearing and speech. Additionally, 711 abbreviated dialing is available to access the PA TRS. The Company's switching equipment is arranged to translate the "711" calls to the assigned toll-free number, (888) 895-1197, in order to route calls to the Telecommunications Relay Service Provider, in accordance with Commission's Order entered on February 4, 2000 at Docket No. M-00900239.

2.9.2 Surcharge

In addition to the charges provided in this tariff, a surcharge will apply to all residence and business access lines served by this Company. (Access lines are those lines extending from the telephone company's central office to the end-user's premises.) This surcharge applies regardless of whether or not the access line uses the PA TRS.

The surcharge serves as the funding vehicle for the operation of the PA TRS, Telecommunications Device Distribution Program and the Print Media Access Service Program and shall be calculated by the Pennsylvania Public Utility Commission (the Commission). The Commission shall compute the PA TRS surcharge each year and notify local exchange carriers of the surcharge amount to be applied for the twelve-month period commencing with July 1 of each year.

The Commission may revise the surcharge more frequently than annually at its discretion.

Tariff revisions will be filed whenever the Commission calculates a new surcharge amount and notifies the Company.

The following surcharge rates apply to all customer bills issued on July 1, 2008.

| | |
|-------------------------------------|--------|
| Per business access line, per month | \$0.08 |
|-------------------------------------|--------|

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2. REGULATIONS

2.9 PENNSYLVANIA TELECOMMUNICATIONS RELAY SERVICE (Continued)

2.9.2 Surcharge (Continued)

The TRS surcharge will be applied to Centrex lines using the following Centrex Equivalent Lines Table on a per Centrex customer basis.

| Number of Centrex Lines | Equivalent Lines |
|----------------------------------|-------------------------|
| 1 | 1 |
| 2 | 2 |
| 3 | 3 |
| 4 to 6 | 4 |
| 7 to 10 | 5 |
| 11 to 15 | 6 |
| 16 to 21 | 7 |
| 22 to 28 | 8 |
| 29 to 36 | 9 |
| 37 to 45 | 10 |
| 46 to 54 | 11 |
| 55 to 64 | 12 |
| 65 to 75 | 13 |
| 76 to 86 | 14 |
| 87 to 98 | 15 |
| 99 to 111 | 16 |
| 112 to 125 | 17 |
| 126 to 139 | 18 |
| 140 to 155 | 19 |
| 156 to 171 | 20 |
| 172 to 189 | 21 |
| 190 to 207 | 22 |
| 208 to 225 | 23 |
| 226 to 243 | 24 |
| 244 to 262 | 25 |
| 263 to 281 | 26 |
| 282 to 300 | 27 |
| Each additional 18 Centrex lines | 1 |

2.9.3 Rates

Local calls will be charged at the applicable local flat rate or local measured service rate. Toll calls will be charged at the applicable toll rate found in the selected long distance provider's rate schedule or current tariff. If the customer has not chosen a long distance carrier the default carrier's rates will apply for the toll calls.

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Competitive Local Exchange Carrier Tariff

2. REGULATIONS

2.10 TOLL PRESUBSCRIPTION

- 2.10.1 Toll Presubscription is a procedure whereby a customer designates to the Telephone Company the IntraLATA and InterLATA Toll Providers, i.e., Interexchange Carriers (IXCs) which the customer wishes to be the carriers of choice for toll calls. Such calls are automatically directed to the designated carrier(s) without the need to use carrier access codes or additional dialing to direct the calls to the designated carrier. Toll presubscription does not prevent a customer, who has presubscribed to a toll carrier, from using carrier access codes or additional dialing to direct calls to an alternative toll carrier on a per call basis.

Each carrier will have one or more access codes assigned to it for various types of service. When an end user selects a carrier as its preferred IXC, only one access code of that carrier may be incorporated into the switching system of the Telephone Company permitting access to that carrier by the end user without dialing an access code. Should the same end user wish to use other services of the same carrier, it will be necessary for the end user to dial the necessary access code(s) to reach that carrier's other service(s).

An IXC must use Feature Group D (FGD) Switched Access Service to qualify as a presubscription toll provider unless prior arrangements have been made with or by the Telephone Company. IXCs must submit an Access Service Request (ASR) to the Telephone Company.

Selection of toll presubscription provider by an end user is subject to the terms and conditions following.

- 2.10.2 At the option of the IXCs, the nonrecurring charge for a change in toll presubscription, as provided herein, may be billed to the IXCs, instead of the end user. This may involve charges resulting from end-user initial free choice Preferred Interexchange Carrier (PIC), as specified in 2.10.3.A following.

2.10.3 Presubscription Charge Application

A. End user choices for toll presubscription:

- Designating an intraLATA and interLATA IXC(s) as primary carrier(s) thereby requiring no access code to access those IXCs' service. End users are not required to choose the same IXC for intraLATA and interLATA toll presubscription. Other nonpresubscribed IXCs are accessed by dialing 10XXX, 101XXXX, or other required codes.
- Choosing no carrier as a primary carrier thus requiring 10XXX or 101XXXX code dialing to access all IXCs.

- B. If a new customer cannot decide upon presubscription IXCs, the Telephone Company may extend a 30-day period following completion of the initial service request to make a choice without charge. In the interim, the customer will be assigned as a 'No-PIC' and must dial an access code to make toll calls.

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2. REGULATIONS

2.10 TOLL PRESUBSCRIPTION (Continued)

2.10.3 Presubscription Charge Application (Continued)

- C. If an IXC elects to discontinue Feature Group, the IXC is obligated to contact, in writing, all end users who have selected the canceling IXC as their preferred toll provider. The IXC must inform the end users that it is canceling its Feature Group D Service, request that the end user select a new IXC, and state that the canceling IXC will pay the PIC change charge as provided herein. The IXC must provide written notification to the Telephone Company that this activity has taken place.

Following the IXC's discontinuance of service, the Telephone Company will bill the canceling IXC the change charge for each end user that is currently designated to the IXC at the time of discontinuance.

- D. An unauthorized PIC change is a change in the presubscribed IXC that the end user denies authorizing. PIC disputes for end users are resolved through an investigative process.

If an unauthorized change in toll presubscription occurs, the IXC making the unauthorized change will be assessed a charge for unauthorized change in presubscription as provided at the end of this section. In addition, the IXC will be assessed the applicable charge for returning the end user to the preferred IXC.

2.10.4 End User Charge Discrepancy

- A. When a discrepancy is determined regarding an end user's designation of a presubscription IXC, the following applies depending upon the situation described:
- A signed letter of authorization takes precedence over any order other than subsequent, direct customer contact with the Telephone Company.
 - When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date/time determines customer choice.
 - If an end user denies requesting a change in toll presubscription as submitted by an IXC, and the IXC is unable to produce a letter of authorization, signed by the end user, the IXC will be assessed all applicable change charges. The nonrecurring change charges are provided herein. The IXC will also be assessed the presubscription change charge as specified herein, which was previously billed to the end user.

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2. REGULATIONS

2.10 TOLL PRESUBSCRIPTION (Continued)

2.10.4 End User Charge Discrepancy (Continued)

B. Verification of Orders for Telemarketing

Neither the IXC or the Telephone Company shall submit a PIC change order generated by outbound telemarketing unless and until the order has first been confirmed in accordance with the F.C.C.'s current anti-slamming practices and procedures.

2.10.5 PIC Switchback Option-Business/Residence

PIC Switchback is an option under which no investigation activities are performed by the Telephone Company when an end user denies requesting a change in primary toll carrier submitted by the IXCs. The IXC participating in PIC Switchback will be billed the PIC Switchback Charge, and the presubscription change charge, as specified herein, to switch the end user to the end user's previous carrier.

When the Telephone Company is contacted by an end user who denies requesting a change in primary toll carrier, the end user will be credited the charge assessed for the disputed change in carrier, and will be switched back to the previous IXC at no charge. If this service is made available by the Telephone Company, IXCs may subscribe to or cancel PIC Switchback Service on 30 days notice to the Telephone Company by submitting a written request. A letter of authorization from the IXC will not be requested or accepted at a later date in the event of dispute of the charges assessed under the PIC Switchback option.

This option in no way relieves an IXC of the F.C.C. requirements for verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or instituting steps to obtain verification of orders submitted to the Telephone Company.

In addition, the end user has the option of initiating a complaint to the F.C.C. or the Pennsylvania Public Utility Commission's Bureau of Consumer Services concerning unauthorized changes in toll presubscription.

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2. REGULATIONS

2.10 TOLL PRESUBSCRIPTION (Continued)

2.10.6 Application of charges

After a customer's initial selection for a presubscribed toll carrier and for any change thereafter, a presubscription change charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

Nonrecurring Charge

| | |
|---|--------|
| Mechanized Change per Telephone exchange Service line or trunk – InterLATA PIC Change or IntraLATA PIC Change only | \$1.25 |
| per Telephone Exchange Service line or trunk – InterLATA and IntraLATA PIC Change at one time* | 0.625 |
| Manual Change per Telephone Exchange Service line or trunk – InterLATA PIC Change or IntraLATA PIC Change only | 5.50 |
| per telephone Exchange Service line or trunk – InterLATA and IntraLATA PIC Change at one time* | 2.75 |

Note: These charges are billed to the end user who is the subscriber to the Telephone Exchange Service.

- * When both InterLATA and IntraLATA PIC's are changed at the same time, this charge will be applied to each change. The total of the two charges will be \$1.25 for mechanized changes and \$5.50 for manual changes.

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Competitive Local Exchange Carrier Tariff

3. DIRECTORY LISTINGS

3.1 TERMS AND CONDITIONS

Listings are regularly provided in connection with local exchange service. At the request of the customer, the listing may be omitted from the directory and directory assistance records (Non-Published Service).

The rates and regulations specified in this section apply only to the alphabetical directory. The alphabetical directory is a list of telephone numbers of customers and others arranged alphabetically by surname, business, association, institution, or other nonresidence name.

The alphabetical directory is designed for the purpose of informing calling parties of the telephone number of customers and others listed in it. Accordingly, listings are intended solely for purposes of identification and are limited to information which is essential to such identification.

The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Subscriber's main billing number to be placed in the directory of the dominant local exchange carrier.

All Directory Listings, regardless of type, must conform to the specifications for the directories. The Company reserves the right to modify the listings to accommodate the space limitations in the directory. Not all listing types are available in all directories.

The Company may refuse a listing which does not constitute a legally authorized or adopted name, or any listing which in its opinion is likely to mislead or to deceive calling parties as to the identity of the listed party, or is intended for advertising purposes or is more elaborate than is reasonably necessary to identify the listed party. The listing of a service, commodity or trade name is not permitted except when such service, commodity or trade name is a part of the name under which the listed party conducts his or her business. The Company may, upon notifying the Customer, discontinue any listing found to be in violation of the foregoing regulations.

A descriptive term characterizing the listed party's business or purpose in a general way may be furnished (in abbreviated form) as a part of the listing, when desired and available. When the character of the listed party's business or purpose is apparent from the name under which it is conducted, a further designation is unnecessary and is not furnished.

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Competitive Local Exchange Carrier Tariff

3. DIRECTORY LISTINGS

3.1 TERMS AND CONDITIONS (Continued)

Abbreviations may be used to limit the length of any listing when in the opinion of the Company, the clearness of the listing and the identification of the listed party is not impaired by use of abbreviations.

Special arrangement of names is not permitted.

Non-Published Service customers forfeit non-address, non-list, or non-published service privacy when calling the Universal Emergency Number Service (911). The telephone number and address of the station from which the emergency call originates are passed to the Public Safety Answering Point along with the call in order for emergency units to respond to the call.

Incoming calls to Non-Published Service customers will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice regardless of any claim of emergency the calling party may present.

The acceptance by the Company of the customer's request for Non-Published Service does not create any relationship or obligation, direct or indirect, to any person other than the Customer.

The Company makes every effort to safeguard the address and numbers of Non-Published Service customers. However, in the absence of gross negligence or willful misconduct, no liability will attach to the Company for damages arising from inadvertently publishing the address or telephone number of a Non-Published Service customer in the directory; or disclosing the number or address to any person. The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the number of a Non-Published Service customer in the directory or otherwise disclosed, the Company's liability is limited to and satisfied by a refund of any monthly charges made by the Company.

Providing the name, address and/or telephone number of a Non-Published Service customer to the customer's primary interexchange carrier for billing purposes only, does not constitute publication or disclosure of the customer's name, number and/or address under this tariff.

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3. DIRECTORY LISTINGS

3.1 TERMS AND CONDITIONS (Continued)

Interexchange carriers may not release the name, address, and/or telephone number of any Non-Published Service customer, except as follows:

Use of name and address for the rendering the interexchange carrier's bill to the customer.

Release of the telephone number only for purposes of detail billing.

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3. DIRECTORY LISTINGS

3.2 DEFINITIONS

3.2.1 Primary Listing

A primary listing is the listing furnished as a part of the local exchange service. It includes the name of the customer; a business, purpose, or other nonresidence designation when required; the address; and the telephone number.

3.2.2 Additional Listings

To be eligible for any type of additional listing, a customer must pay the appropriate monthly rate, if any, for a primary listing or its equivalent. Additional listings are listings which are similar to primary listings and furnished in addition to primary listings at the request of the customer.

3.2.3 Alternate Listings

Alternate listings are supplementary listings which usually follow a primary or regular additional listing and refer a calling party to other telephone numbers under certain conditions. The alternate telephone numbers may be those of other customers, subject to their consent.

3.2.4 Non-Published Service

Non-published listings are not printed in directories nor available from directory assistance. A non-published telephone service will be furnished, at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records. Per Line Number Privacy will be provided when requested by the customer, to all non-published service customers at no monthly charge.

3.2.5 Foreign Listings

Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listing.

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3. DIRECTORY LISTINGS

3.3 RATES AND CHARGES

Non-Recurring Charges:

| | <u>Per Listing or Per number charges</u> |
|----------------------|--|
| Additional Listing | \$20.00 |
| Alternate Listings | 20.00 |
| Non-Published Number | 20.00 |
| Foreign Listings | 20.00 |

Non-Recurring charges will be applied when service is established and when there are subsequent changes to the listing.

Recurring Charges:

| | |
|----------------------|--------|
| Additional Listing | \$4.50 |
| Alternate Listings | 4.50 |
| Non-Published Number | 2.00 |
| Foreign Listings | 4.50 |

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4. DIRECTORY ASSISTANCE SERVICE

4.1 TERMS AND CONDITIONS

A Customer may obtain directory assistance in determining telephone numbers within its local calling area by calling the directory assistance operator. The directory assistance charges applies to each call regardless of whether or not the directory assistance operator is able to furnish the requested information.

4.2 RATES AND CHARGES

Each call to directory assistance will be charged as follows:

\$1.99

The Customer may make one request on each directory assistance call.

A credit will be given for calls to directory assistance as follows:

- The customer experiences poor transmission or is cut-off during the call; or
- The customer is given an incorrect telephone number.

To obtain such a credit, the customer must notify the Company.

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5. OPERATOR ASSISTANCE

5.1 SERVICE DESCRIPTIONS

- 5.1.1 General Assistance: The Customer has the option to request general information from the operator, such as dialing instructions, county or city codes, area code information and Customer Service 800 telephone numbers, but does not request the operator to complete the call.
- 5.1.2 Busy Line Verification and Interrupt Service, provides the Customer with the following options:
 - A. Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.
 - B. Busy Line Verification with interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

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5. OPERATOR ASSISTANCE

5.2 RATES AND CHARGES

5.2.1 The following charges will be applied on a per call basis:

| | |
|--------------------|---------|
| General Assistance | \$ 1.00 |
|--------------------|---------|

5.2.2 Rates for busy line verification and interrupt services, as specified below, will apply under the following circumstances, per request:

- A. The operator verifies that the line is busy with a call in progress.
- B. The operator verifies that the line is available for incoming calls.
- C. The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

| | |
|------------------------|--------|
| Busy Line Verification | \$3.00 |
| Busy Line Interrupt | \$5.00 |

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6. BUSINESS EXCHANGE SERVICE

6.1 General

Business Access Lines may be purchased individually.

6.2 Terms and Conditions

Business Access Lines include the serving central office line equipment and all outside plant facilities including the network interface necessary to connect the serving central office to the customer's premises.

Touch Tone capability is provided at no extra charge on all Business Access Lines.

Business Access Lines provide access to and usage of 911 services where available, access to operator services and directory assistance, and access to telecommunications relays service.

Business Access Lines allow for presubscription to toll services and access to interexchange toll providers.

The local calling area shall be the same as the local calling areas of the facilities-based Carriers with whom a resale agreement exists between such Carrier and CBAD, unless stated otherwise in the tariff.

Local exchange services are only available where facilities permit and may be subject to special construction charges.

6.3 Rates and Charges

6.3.1 Monthly Charge

| | |
|--------------------------------|----------|
| First Lines | \$ 49.75 |
| Additional Lines, All Accounts | 49.75 |

6.3.2 NonRecurring Charge

| | |
|---|-------|
| To establish or move an Business Access Line, per line | 50.00 |
| To change telephone number associated with a Business Access Line, per telephone number | 12.25 |
| To change billing arrangements associated with Business Access Lines, per line | 12.25 |

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EFFECTIVE: March 23, 2010

ISSUED BY:

Christopher J. Wilson, Vice President & General Counsel
Cincinnati Bell Any Distance Inc.
221 E. Fourth Street
Cincinnati, Ohio 45201

Competitive Local Exchange Carrier Tariff

7. PRI SERVICE

7.1 GENERAL

Local ISDN-PRI is provisioned at the 1.544 Mbps rate via the Primary Rate Interface standard of the Integrated Services Digital Network (ISDN). Local ISDN-PRI provides the Customer with the capabilities of simultaneous access, transmission and switching of voice, data and imaging services via channelized transport.

7.2 TERMS AND CONDITIONS

7.2.1 Regulations

- A. ISDN-PRI Service is furnished subject to the availability of suitable facilities and is only served from specially-equipped digital central offices.
- B. Services from some central offices may not provide all of the features and functionality described in this tariff.
- C. Local ISDN-PRI Service Arrangement - One or more Service Configurations can be combined to create a Local ISDN-PRI Service Arrangement. Customers may have multiple Local ISDN-PRI Service Arrangements per location, however for each Service Arrangement one Service Configuration 1 must be included. The controlling D channel will always reside on Service Configuration 1.
- D. The ISDN Digital Facility is ordered separately and not included as part of the Service Configuration.
- E. The D channel is a 64 Kbps channel that carries signaling and control for the B channels. The capabilities of the D channel are contained within the customer's Service Configuration.
- F. Service Configuration 1 - The first Service Configuration for any Local ISDN-PRI Service Arrangement must be a Service Configuration 1. Service Configuration I provides twenty-three (23) 64 Kbps B channels and one (1) primary 64Kbps D signaling channel. The primary D channel is an out-of-band signaling channel used to control and route all of the B channel traffic within the Local ISDN-PRI Service Arrangement.
- G. Service Configuration 2 - This configuration is only available in conjunction with Service Configuration 1. It provides additional twenty-four (24) 64 Kbps B channels which are controlled by the D channel on Service Configuration 1. Multiple Service Configuration 2s may be associated with a Service Configuration 1 subject to switching equipment limitations.

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Competitive Local Exchange Carrier Tariff

7. PRI SERVICE

7.2 TERMS AND CONDITIONS (Continued)

7.2.1 Regulations (Continued)

- H. Service Configuration 3 - This configuration is also only available to subscribers who have a Service Configuration 1. It provides a backup 64 Kbps D channel and twenty-three (23) additional 64 Kbps B channels, The backup D channel will control and route all of the B channel traffic of a single PRI Service Arrangement in the event the D channel on the primary configuration (Service Configuration 1) fails. A maximum of one Service Configuration 3 may be included with each Local ISDN-PRI Service Arrangement. Service Configuration 3 is available subject to switching equipment capabilities.
- I. The bearer (or B) channels are used for information transfer between users. B channels provide the following features. To receive the DID capability, customers must order separately DID telephone numbers.
1. Voice-grade communications channel(s) to the Customer's Private Branch Exchange or Hybrid Key System;
 2. Provisioned to carry one-way outbound traffic, one-way inbound or two-way traffic;
 3. Calling number delivery;
 4. Hunting
 5. DID service which provides the Customer with a single digital connection which can carry one-way inbound traffic.
- J. Service is furnished subject to the availability of suitable facilities and is only served from specially-equipped digital central offices.
- K. Service from some central offices may not provide all of the features and functionality described in this tariff.
- L. This Service is offered under the Variable Term Payment Plan (VTPP). The VTPP rates are payable over a period selected by the customer from those available. Regulations pertaining to the VTPP can be found in Section 2. Early termination charges may apply to variable term contracts as shown below.
- M. The minimum service period for is twelve months.

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Competitive Local Exchange Carrier Tariff

7. PRI SERVICE

7.2 TERMS AND CONDITIONS (Continued)

7.2.1 Regulations (Continued)

N. Early Termination

1. If Customer removes one or more ISDN-PRI from service prior to the expiration of the term hereof, Customer will pay to the Company a termination charge equal to all monthly charges for such ISDN-PRI for which Customer would have been responsible had Customer not removed such service.
2. If nonrecurring charges associated with the installation of a ISDN-PRI Service are waived and the service is then terminated prior to completion of the 12-month minimum service period or the VTPP (Variable Term Payment Plan) contract period, the customer will become liable for payment of the waived charges.

Commission approval of the termination liability for ISDN-PRI contracts, as described above, is not intended to indicate that the Commission has approved or sanctioned any terms or provisions contained therein. Signatories to such contracts shall be free to pursue whatever legal remedies they may have should a dispute arise.

7.2.2 Optional Features

Optional Features: In addition to providing Local Exchange Services specified above, Local ISDN- PRI can be configured to support the following optional advanced ISDN features where technically available:

- A. Remote Call Forwarding (RCF): RCF allows all calls dialed to a telephone number equipped for RCF service to be automatically forwarded to another dialable telephone number.
- B. Overflow Routing: Overflow routing allows the redirection of incoming calls based on customer conditions of either “all trunks busy” or disaster-based service outages.
- C. Direct Inward Dialing service includes the central office switching equipment necessary for inward dialing from the central office directly to stations associated with the customer premises switching equipment. DID service is furnished from a Company central office on trunk lines (excluding Foreign Exchange, WATS and foreign central office service) to customer premises switching equipment equipped for compatible DID operations. DID Numbers can be obtained in blocks of 20 numbers.

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Competitive Local Exchange Carrier Tariff

7. PRI SERVICE

7.3 RATES AND CHARGES

Non-Recurring and Monthly Recurring Charges as specified below apply per T-1 unless otherwise noted. The Local ISDN PRI T-1 non-recurring and recurring charges include Service Configuration and B Channel Service charges. Customers subscribing to DID capability will be assessed DID number charges.

Non-Recurring Charges

| | |
|--|---------|
| Block of 20 DID numbers | |
| Initial | \$ 5.00 |
| Additional | 5.00 |
| Service Reconfiguration Charge | 55.00 |
| ISDN-PRI T-1 Install Charge | 500.00 |
| Account Setup (Per Account) | 33.00 |
| Account Changes (Moves, Changes, Additions, per billing record change) | 15.00 |
| Line Restoral Charge: (Per Trunk) | 20.00 |
| Due Date Change (per occurrence) | 10.00 |
| T-1 Order Expedite Charge (per T-1) | 900.00 |

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Competitive Local Exchange Carrier Tariff

7. PRI SERVICE

7.3 RATES AND CHARGES (Continued)

Monthly Recurring Charges

| | <u>12 Month</u> | <u>24 Month</u> | <u>36 Month</u> |
|--|-----------------|-----------------|-----------------|
| Local ISDN PRI T-1 | \$799.00 | \$699.00 | \$599.00 |
| Optional Features: | | | |
| DID number charge (per block of 20 #s) | 5.00 | 5.00 | 5.00 |
| Remote Call Forwarding | 25.00 | 25.00 | 25.00 |
| Overflow Routing | 25.00 | 25.00 | 25.00 |

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Competitive Local Exchange Carrier Tariff

8. EXCHANGE AREAS

8.1 SERVICE AREA

Service will be provided throughout the Commonwealth in the service areas of any local exchange carriers with whom the Company has either a resale agreement or interconnection agreement in effect and the exchange is listed below. Services are provided subject to technical availability and compatibility with Customer facilities.

8.2 CALLING AREAS

Local Calling areas of the Company are the same as the Local Calling Areas specified by the local exchange carrier with whom the Company has either a resale agreement or an interconnection agreement in effect.

| Originating Exchange | Local Calling Area <i>Verizon Pennsylvania Inc.</i> <i>Unlimited usage package local calling area includes all stations bearing the central office designations of the exchanges and zones listed. The incumbent local exchange carrier is listed for reference only, herin Verizon Pennsylvania Inc. unless otherwise noted.</i> |
|---------------------------------|--|
| Bellevue (Includes West View) | Bellevue, Braddock, Carrick, Coraopolis, Crafton, East Liberty, Homestead, Millvale, Perrysville, Pittsburgh |
| Braddock (Includes Wilkinsburg) | Bellevue, Braddock, Carrick, Crafton, East Liberty, Homestead, Millvale, Monroeville, Penn Hills, Pittsburgh |
| Carrick (Includes Mt. Lebanon) | Bellevue, Bethel Park, Braddock, Bridgeville, Carnegie, Carrick, Crafton, East Liberty, Homestead, Millvale, Pittsburgh, Pleasant Hills |
| Crafton (Includes McKees Rocks) | Bellevue, Braddock, Carnegie, Carrick, Coraopolis, Crafton, East Liberty, Homestead, Millvale, Pittsburgh |
| East Liberty | Bellevue, Braddock, Carrick, Crafton, East Liberty, Fox Chapel, Homestead, Millvale, Oakmont, Pittsburgh |
| Homestead | Bellevue, Braddock, Carrick, Crafton, East Liberty, Homestead, McKeesport, Millvale, Pittsburgh, Pleasant Hills |
| Millvale (Includes Sharpsburg) | Bellevue, Braddock, Carrick, Crafton, East Liberty, Fox Chapel, Glenshaw, Homestead, Millvale, Oakmont, Pittsburgh |
| Pittsburgh | Bellevue, Braddock, Carrick, Crafton, East Liberty, Homestead, Millvale, Pittsburgh |

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Competitive Local Exchange Carrier Tariff

8. EXCHANGE AREAS

8.2 CALLING AREAS (continued)

| Originating Exchange | Local Calling Area <i>Verizon North Incorporated</i> <i>Unlimited usage package local calling area includes all stations bearing the central office designations of the exchanges and zones listed. The incumbent local exchange carrier is listed for reference only, herein Verizon North Inc. unless otherwise noted.</i> |
|-----------------------------|---|
| Airville | Brogue, Delta, Red Lion |
| Auburn | Friedensburg, Orwigsburg, Pine Grove, Pottsville, Schuylkill Haven |
| Avonmore | Apollo (Windstream), Saltsburg, Vandergrift |
| Beach Lake | Galilee, Honesdale, Narrowsburg, NY (Citizens Tel.) |
| Beaver Springs | Middleburg, Mount Pleasant Mills, Selinsgrove |
| Beaverdale | Johnstown, South Fork |
| Berlin | Meyersdale, Rockwood, Somerset, Stoystown |
| Bernville | Frystown, Hamburg, Robesonia, Womelsdorf, Reading |
| Boswell | Hooversville, Johnstown, Somerset, Stoystown |
| Brogue | Airville, Red Lion, York |
| Brookside | Jersey Shore, Trout Run, Williamsport |
| Buffalo | Avella, Canonsburg, Taylorstown, Washington |
| Cambridge Springs | Edinboro, Meadville, Saegertown (Windstream) |
| Central City | Berlin, Johnstown, Somerset, Windber |
| Chapman Lake | Carbondale, Clark Summit (Commonwealth Telephone Co.), Jermyn, Olyphant, Scranton |

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Competitive Local Exchange Carrier Tariff

8. EXCHANGE AREAS

8.2 CALLING AREAS (continued)

| Originating Exchange | Local Calling Area <i>Verizon North Incorporated</i> <i>Unlimited usage package local calling area includes all stations bearing the central office designations of the exchanges and zones listed. The incumbent local exchange carrier is listed for reference only, herin Verizon North Inc. unless otherwise noted.</i> |
|-----------------------------|--|
| Clintonville | Franklin, Wesley |
| Confluence | Rockwood, Salisbury |
| Cooperstown | Franklin, Oil City |
| Corry | Spartansburg, Union City, Wattsburg |
| Davidsville | Johnstown |
| Delta | Airville, Fawn Grove, Cardiff, Md. (Verizon – Md.) |
| Dillsburg | Dover, Harrisburg Zone 1, Mechanicsburg |
| Dingman’s Ferry | Milford/Log Tavern, Montague, NJ (Embarq) |
| East Berlin | Dover, Hanover (Embarq), New Oxford (Embarq), York |
| Edinboro | Cambridge Springs, Erie, McKean |
| Elkland | Knoxville, Lawrenceville (Commonwealth Telephone Co.), Westfield |
| Emmaus | Allentown, Bethlehem, Ironton (Ironton Telephone Co.) |
| Erie | Edinboro, Fairview, Girard, McKean, North East, Waterford, Wattsburg |
| Fairview | Erie, Girard, McKean |
| Fawn Grove | Delta, Stewartstown, Jarrettsville, Md. (Service to NXX 692 and 941 only), Cardiff, Md. (Verizon – Md.) |

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Competitive Local Exchange Carrier Tariff

8. EXCHANGE AREAS

8.2 CALLING AREAS (continued)

| Originating Exchange | Local Calling Area Verizon North Incorporated <i>Unlimited usage package local calling area includes all stations bearing the central office designations of the exchanges and zones listed. The incumbent local exchange carrier is listed for reference only, herin Verizon North Inc. unless otherwise noted.</i> |
|-----------------------------|--|
| Franklin | Cooperstown, Oil City |
| Friedensburg | Auburn, Orwigsburg, Pine Grove, Pottsville, Schuylkill Haven |
| Frystown | Bernville, Jonestown, Myerstown, Lebanon |
| Galilee | Beach Lake, Callicoon (Verizon – NY), Honesdale, Narrowsburg, NY (Citizens Tel.) |
| Girard | Erie, Fairview |
| Glen Rock | Jefferson, Loganville, Stewartstown, York |
| Grand Valley | Pleasantville, Titusville, Youngsville |
| Harrison Valley | Ulysses, Westfield |
| Hershey | Annville, Elizabethtown (Embarq), Harrisburg Zone 1 and 2, Hummelstown, Lebanon, Middletown, Palmyra, Shellsville, Steelton |
| Hooversville | Boswell, Johnstown, Stoystown, Somerset |
| Jefferson | Glen Rock, Hanover (Embarq), Spring Grove, York |
| Johnstown | Beaverdale, Davidsville, Nanty Glo, Seward, South Fork, Windber |
| Jonestown | Frystown, Shellsville, Annville, Lebanon |
| Kempton | Allentown, Hamburg, Kutztown, New Smithville, New Tripoli |
| Knoxville | Elkland |

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Competitive Local Exchange Carrier Tariff

8. EXCHANGE AREAS

8.2 CALLING AREAS (continued)

| Originating Exchange | Local Calling Area <i>Verizon North Incorporated</i> <i>Unlimited usage package local calling area includes all stations bearing the central office designations of the exchanges and zones listed. The incumbent local exchange carrier is listed for reference only, herin Verizon North Inc. unless otherwise noted.</i> |
|-----------------------------|--|
| Lincolnton | Union City, Spartansburg, Townville (Windstream) |
| Loganville | Glen Rock, Red Lion, York |
| Loyalsock | Muncy, Trout Run, Williamsport |
| Manchester | Dover, York |
| Mantzville | Lehighton, McKeansburg, Tamaqua |
| Matamoras | Cuddebackville, NY (Verizon – NY), Milford/Log Tavern, Montague, NJ (Embarq), Port Jervis, NY (Verizon – NY) |
| McKean | Edinboro, Erie, Fairview |
| McKeansburg | Mantzville, Orwigsburg, Pottsville, Schuylkill Haven |
| Meyersdale | Berlin, Rockwood, Salisbury, Somerset |
| Middleburg | Beaver Springs, Mifflinburg (Buffalo Valley Tel. Co.), Mount Pleasant Mills, Selinsgrove |
| Milford/Log Tavern | Cuddebackville, NY (Verizon – NY), Dingman’s Ferry, Matamoras, Montague, NJ (Embarq), Port Jervis, NY (Verizon – NY) |
| Mount Pleasant Mills | Beaver Springs, Middleburg, Selinsgrove |
| Myerstown | Frystown, Schaefferstown, Womelsdorf, Lebanon |
| Nanty Glo | Ebensburg, Johnstown |

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Competitive Local Exchange Carrier Tariff

8. EXCHANGE AREAS

8.2 CALLING AREAS (continued)

| Originating Exchange | Local Calling Area <i>Verizon North Incorporated</i> <i>Unlimited usage package local calling area includes all stations bearing the central office designations of the exchanges and zones listed. The incumbent local exchange carrier is listed for reference only, herin Verizon North Inc. unless otherwise noted.</i> |
|-----------------------------|--|
| New Bedford | New Castle, New Wilmington |
| New Smithville | Allentown, Ironton (Ironton Telephone Co.), Kempton, New Tripoli |
| New Tripoli | Allentown, Kempton, New Smithville, Slatington |
| New Wilmington | New Bedford, New Castle, Sharon, Volant (Embarq) |
| North East | Erie, South Ripley, NY (Verizon – NY), Wattsburg |
| Oil City | Cooperstown, Franklin, Pleasantville, Titusville |
| Pine Grove | Auburn, Friedensburg, Tremont (Commonwealth Telephone Co.) |
| Pleasantville | Grand Valley, Oil City, Titusville |
| Princeton | New Castle, Portersville (Embarq), Ellwood City |
| Red Lion | Brogue, Loganville, York |
| Robesonia | Bernville, Womelsdorf, Reading |
| Rockwood | Berlin, Confluence, Meyersdale, Somerset |
| Sabinsville | Westfield |
| Salisbury | Confluence, Meyersdale, Grantsville, Md. (Verizon – Md.) |
| Saltsburg | Avonmore |

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Competitive Local Exchange Carrier Tariff

8. EXCHANGE AREAS

8.2 CALLING AREAS (continued)

| Originating Exchange | Local Calling Area Verizon North Incorporated. <i>Unlimited usage package local calling area includes all stations bearing the central office designations of the exchanges and zones listed. The incumbent local exchange carrier is listed for reference only, herin Verizon North Inc. unless otherwise noted.</i> |
|-----------------------------|---|
| Sayre | Waverly, NY (Verizon – NY) |
| Schaefferstown | Myerstown, Womelsdorf, Lebanon |
| Selinsgrove | Beaver Springs, Middleburg, Mount Pleasant Mills, Sunbury |
| Selinsgrove – Shamokin Dam | Beaver Springs, Middleburg, Mount Pleasant Mills, Sunbury |
| Seward | Johnstown, New Florence |
| Shellsville | Jonestown, Harrisburg Zone 1, Hummelstown, Hershey |
| Shohola | Barryville, NY (Verizon – NY), Milford/Log Tavern |
| Somerset | Berlin, Boswell, Rockwood, Stoystown |
| South Fork | Beaverdale, Johnstown |
| Spartansburg | Corry, Lincolnville, Titusville, Townville (Windstream) |
| Spring Grove | Hanover (Embarq), Jefferson, York |
| Stewartstown | Fawn Grove, Glen Rock, Red Lion, York, Jarrettsville, Md. (Service to NXX 941 only) |
| Stoystown | Berlin, Boswell, Hooversville, Somerset |
| Taylorstown | Buffalo, Claysville, Washington |

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Competitive Local Exchange Carrier Tariff

8. EXCHANGE AREAS

8.2 CALLING AREAS (continued)

| Originating Exchange | Local Calling Area <i>Verizon North Incorporated</i> <i>Unlimited usage package local calling area includes all stations bearing the central office designations of the exchanges and zones listed. The incumbent local exchange carrier is listed for reference only, herin Verizon North Inc. unless otherwise noted.</i> |
|-----------------------------|--|
| Titusville | Grand Valley, Oil City, Pleasantville, Spartansburg |
| Trout Run | Brookside, Loyalsock, Williamsport |
| Union City | Corry, Erie, Lincolnville, Waterford, Wattsburg |
| Vandergrift | Apollo (Windstream), Avonmore, Leechburg (Windstream) |
| Waterford | Erie, Union City, Wattsburg |
| Wattsburg | Corry, Erie, North East, Union City, Waterford |
| Wellersburg | Mt. Savage, Md., Cumberland, Md., Frostburg, Md. (Verizon – Md.), Meyersdale, Hyndman (Embarq) |
| Wesley | Clintonville, Harrisville (Embarq), Grove City, Mercer |
| Westfield | Elkland, Harrison Valley, Knoxville, Sabinsville |
| Windber | Central City, Johnstown |
| Womelsdorf | Bernville, Myerstown, Robesonia, Schaefferstown, Reading |
| Wrightsville | Red Lion, York, Columbia (Embarq) |
| York | Dover, Loganville, Manchester, Red Lion, Spring Grove, Wrightsville |

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Cincinnati, Ohio 45201

COMPETITIVE LOCAL EXCHANGE SWITCHED ACCESS TARIFF

CINCINNATI BELL ANY DISTANCE LLC

TELEPHONE - PA. P.U.C. TARIFF NO. 2
Title Page

CINCINNATI BELL ANY DISTANCE LLC
COMPETITIVE LOCAL EXCHANGE CARRIER
SWITCHED ACCESS TARIFF
Regulations and Schedule of Charges

- The Company will mirror the exchange area boundaries as stated in the tariffs of Verizon Pennsylvania Inc. Telephone PA. P.U.C. Nos. 185B and Verizon North Inc. Telephone Pa. P.U.C. Nos. 1,3,5 and 6.
- The Company's tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code, 66 Pa C.S. and the Telecommunications Act of 1934, as amended), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.
- This Tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the Company's place of business; 221 East Fourth Street, Cincinnati, Ohio 45202.

Issued: April 12, 2010

Effective: April 13, 2010

Issued by Assistant Secretary, Cincinnati Bell Any Distance LLC
221 East Fourth Street, Cincinnati, Ohio 45202

COMPETITIVE LOCAL EXCHANGE SWITCHED ACCESS TARIFF

CINCINNATI BELL ANY DISTANCE LLC

TELEPHONE - PA. P.U.C. TARIFF NO. 2

Original Page 1

LIST OF MODIFICATIONS

*New or Revised Page

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221 East Fourth Street, Cincinnati, Ohio 45202

COMPETITIVE LOCAL EXCHANGE SWITCHED ACCESS TARIFF

CINCINNATI BELL ANY DISTANCE LLC

TELEPHONE - PA. P.U.C. TARIFF NO. 2
Original Page 2

CHECK SHEET

| <u>Page</u> | <u>Number Revision Except as Indicated</u> | <u>Page</u> | <u>Number Revision Except as Indicated</u> | <u>Page</u> | <u>Number Revision Except as Indicated</u> |
|-------------|--|-------------|--|-------------|--|
| 1 | Original | 39 | Original | 78 | Original |
| 2 | Original | 40 | Original | 79 | Original |
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| 4 | Original | 42 | Original | 81 | Original |
| 5 | Original | 43 | Original | 82 | Original |
| 6 | Original | 44 | Original | 82 | Original |
| 7 | Original | 45 | Original | 84 | Original |
| 8 | Original | 46 | Original | 85 | Original |
| 9 | Original | 47 | Original | 86 | Original |
| 10 | Original | 48 | Original | 87 | Original |
| 11 | Original | 49 | Original | 88 | Original |
| 12 | Original | 50 | Original | 89 | Original |
| 13 | Original | 51 | Original | 90 | Original |
| 14 | Original | 52 | Original | | |
| 15 | Original | 53 | Original | | |
| 16 | Original | 54 | Original | | |
| 17 | Original | 55 | Original | | |
| 18 | Original | 56 | Original | | |
| 19 | Original | 57 | Original | | |
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| 27 | Original | 65 | Original | | |
| 28 | Original | 66 | Original | | |
| 29 | Original | 67 | Original | | |
| 30 | Original | 68 | Original | | |
| 31 | Original | 69 | Original | | |
| 32 | Original | 70 | Original | | |
| 33 | Original | 72 | Original | | |
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| 37 | Original | 76 | Original | | |
| 38 | Original | 77 | Original | | |

*New or Revised Page

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COMPETITIVE LOCAL EXCHANGE SWITCHED ACCESS TARIFF

CINCINNATI BELL ANY DISTANCE LLC

TELEPHONE - PA. P.U.C. TARIFF NO. 2

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TARIFF FORMAT

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

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EXPLANATION OF SYMBOLS

- (C) - To signify changed regulation
- (I) - To signify increase
- (D) - To signify decrease

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1. General Regulations

1.1 Undertaking of the Company

1.1.1 Scope

- (A) The Company shall be responsible only for the installation, operation, and maintenance of the services it provides.
- (B) The Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- (C) Services are provided 24 hours daily, seven days per week, where available, except as set forth in other applicable sections of this tariff.
- (D) The Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.

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1. General Regulations (Cont'd)1.1 Undertaking of the Company (Cont'd)1.1.2 Limitations

(A) The customer may not assign or transfer the use of services provided under this tariff except as provided herein. Where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:

- (1) another customer, whether an individual, partnership, association, or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
- (2) a court-appointed receiver, trustee, or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation, or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer which acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

1. General Regulations (Cont'd)1.1 Undertaking of the Company (Cont'd)1.1.2 Limitations (Cont'd)

- (B) Services offered herein will be provided to customers on a first-come, first-served basis.

First-come first-served shall be based upon the received time and date stamped by the Company on complete and accurate customer orders which allow the Company to initiate its ordering process. The customer shall not be penalized for any delay in the Company review process beyond 1 working day of receipt. To the extent the order does not allow the Company to initiate the ordering process, the Company will attempt to complete the ordering process verbally with the customer. Once having been advised of the errors and/or omissions, any delay in correction on the part of the customer shall be added to the received time.

1.1.3 Liability

- (A) The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair, or restoration of service, and subject to the provisions of (B)through (H) following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this tariff as a Credit Allowance for a Service Interruption.
- (B) The Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the for its own act or omission hold liable any other carrier or customer providing a portion of a service.

1. General Regulations (Cont'd)

1.1 Undertaking of the Company (Cont'd)

1.1.3 Liability (Cont'd)

- (C) The Company is not liable for damages to the customer premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.
- (D) The Company shall be indemnified, defended and held harmless by the end user against any claim, loss, or damage arising from the end user's use of services offered under this tariff, involving:
 - (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;
 - (2) Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by the end user or IC or;
 - (3) All other claims arising out of any act or omission of the end user in the course of using services provided pursuant to this tariff.
- (E) The Company shall be indemnified, defended and held harmless by the IC against any claim, loss or damage arising from the IC's use of services offered under this tariff, involving:
 - (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the IC's own communications;

1. General Regulations (Cont'd)

1.1 Undertaking of the Company (Cont'd)

1.1.3 Liability (Cont'd)

(E) (Cont'd)

(2) Claims for patent infringement arising from the IC's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by the end user or IC or;

(3) All other claims arising out of any act or omission of the IC in the course of using services provided pursuant to this tariff.

(F) The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to such customer's use of services so provided.

(G) No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this tariff and will indemnify such customer for any damages awarded based solely on such claims.

(H) The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God, and other circumstances beyond the Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in 1.4.3 following.

1. General Regulations (Cont'd)

1.1 Undertaking of the Company (Cont'd)

1.1.4 Provision of Services

The Company, to the extent that such services are or can be made available with reasonable effort, and after provision has been made for the Company's Telephone Exchange Services, will provide to the customer upon reasonable notice services offered in other applicable sections of this tariff at rates and charges specified therein.

1.1.5 Maintenance of Services

The services provided under this tariff shall be maintained by the Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

1. General Regulations (Cont'd)1.1 Undertaking of the Company (Cont'd)1.1.6 Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110 (b), the Company may, where such action is reasonably required in the operation of its business, (A) substitute, change or rearrange any facilities used in providing service under this tariff, including but not limited to substitution of carrier or derived facilities for wire facilities used to provide services (B) change minimum protection criteria, (C) change operating or maintenance characteristics of facilities or (D) change operations or procedures of the Company.

The Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the customer to determine reasonable notification requirements.

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1. General Regulations (Cont'd)1.1 Undertaking of the Company (Cont'd)1.1.7 Refusal and Discontinuance of Service

- (A) When the customer's account is thirty (30) days past due, and the customer fails to comply with the provisions of Section 2, the Telephone Company may send a written notice to the customer regarding such noncompliance. The Telephone Company will send this delinquency notice via overnight Certified U.S. Mail or other commercial courier to the person the customer has designated to receive such notices of noncompliance. If the customer has not designated a person to whom notices should be sent, the Telephone Company will send the notice to the address where it sends invoices to the customer. The Telephone Company will give the customer fifteen (15) days from the day the Telephone Company mails the notice to comply and bring its applicable account current. If the customer does not bring its applicable account current and into compliance by the end of that 15-day period (when the account is 45-days past due), the Telephone Company may refuse additional applications for service, or may refuse to complete pending orders for service, or both. The Telephone Company may process additional applications for service and/or complete orders during the fifteen (15) days. However, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service and/or to refuse to complete pending orders for the non-complying customer after this 15-day period without further notice to the customer.
- (B) When the account is forty-five (45) days past due, and the customer has not complied and its applicable account is not current, the Telephone Company may send a disconnect notice to the customer. This notice shall give the customer an additional fifteen (15) days from the day the Telephone Company mails the disconnect notice to bring its applicable account current and into compliance. If the customer does not bring its applicable account current and into compliance by the end of this second 15-day period (when the account is 60-days past due), the Telephone Company may discontinue existing services in addition to exercising its rights described above in Part (A). If the Telephone Company does not disconnect the existing services, nothing contained herein shall preclude the Telephone Company's right to disconnect existing services to the non-complying customer without further notice to the customer.

1. General Regulations (Cont'd)

1.1 Undertaking of the Company (Cont'd)

1.1.7 Refusal and Discontinuance of Service (Cont'd)

(C) When access service is provided by more than one company, the Companies involved in providing the joint service may individually or collectively deny service to a customer for nonpayment. Where the Company (Companies) affected by the nonpayment is (are) incapable of effecting discontinuance of service without cooperation from the other joint provider(s) of Switched Access Service, such other Company (Companies) will, if technically feasible, assist in denying the joint service to the customer. Service denial for such joint service will only include calls which originate or terminate within, or transit, the operating territory of the Company (Companies) initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the end office Company shall apply for joint service discontinuance.

1.2 Use

1.2.1 Unlawful Use

The service provided under this tariff shall not be used for an unlawful purpose.

1.3 Obligation of the Customer

1.3.1 Damages

The customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the customer or resulting from the customer's improper use of the Company facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

1. General Regulations (Cont'd)1.3 Obligations of the Customer (Cont'd)1.3.2 Ownership of Facilities and Theft

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

1.3.3 Equipment Space and Power

The customer shall furnish or arrange to have furnished to the Company, at no charge, equipment space with suitable environmental characteristics and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Company. The customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, testing, repairing or removing Company services.

1.3.4 Availability for Testing

The services provided under this tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

1.3.5 Design of Customer Services

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

1. General Regulations (Cont'd)1.3 Obligations of the Customer (Cont'd)1.3.6 References to the Company

The customer may advise End Users that certain services are provided by the Company in connection with the service the customer furnishes to End Users; however, the customer shall not represent that the Company jointly participates in the customer's services

1.3.7 Claims and Demands for Damages

- (A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the customer.
- (B) The customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Company's services provided under this tariff, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits,

1. General Regulations (Cont'd)

1.3 Obligations of the Customer (Cont'd)

1.3.7 Claims and Demands for Damages (Cont'd)

(B) (Cont'd)

licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims, or demands are based on the tortious conduct of the customer, its officers, agents or employees.

(C) The customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including court costs by the customer or third parties arising out of any act or omission of the customer in the course of using services provided under this tariff.

1. General Regulations (Cont'd)1.4 Payment Arrangements and Credit Allowances1.4.1 Payment of Rates, Charges and Deposits

- (A) The Telephone Company will, in order to safeguard its interests, require a customer which has a proven history of late payments to the Telephone Company or does not have established credit, to make an advance payment, or make a deposit (prior to or at any time after the provision of a service to the customer) to be held by the Telephone Company as a guarantee of the payment of rates and charges. No such advance payment, or deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Telephone Company. Such advance payment or deposit may not exceed the actual or estimated rates and charges for the service for a two-month period. The fact that a deposit has been made in no way relieves the customer from complying with the Telephone Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the customer is terminated, the remaining amount of the advance payment or deposit will be credited to the customer's account and any credit balance which may remain will be refunded.

A deposit may be refunded or credited the account when the customer has established credit or, in any event, after the customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the customer. In case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive interest at the same percentage rate as that set forth in (B)(3)(b)(I) or in (B)(3)(b)(II), whichever is lower. The calculation will be based on the number of days from the date the customer deposit is received by the Telephone Company to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by the Telephone Company. Should a deposit be credited to the customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the customer's account. Advance payments of a customer's account will not receive interest.

1. General Regulations (Cont'd)1.4 Payment Arrangements and Credit Allowances (Cont'd)1.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) The Telephone Company shall bill on a current basis all charges incurred by and credits due to the customer under this tariff attributable to services established or discontinued during the preceding billing period. In addition, the Telephone Company shall bill in advance charges for all services to be provided during the ensuing billing period. The bill day (i.e., the billing date of a bill for a customer for Access Service under this tariff), the period of service each bill covers and the payment date will be as follows:

- (1) The Telephone Company will establish a bill day each month for each customer account.
- (2) Amounts not paid within 31 days of invoice will be considered past due. Interest at a rate of 1.5% per month may be applied to any unpaid amount commencing 31 days after the statement date.
- 3) A check return charge will be assessed for checks with insufficient funds or non-existing accounts.

Check Return Charge \$30.00

(C) Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or major fraction of days based on a 30 day month. Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill.

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1. General Regulations (Cont'd)

1.4 Payment Arrangements and Credit Allowances (Cont'd)

1.4.2 Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month except as noted otherwise.

When a service is discontinued prior to the expiration of the Minimum period, a one month charge will apply at the rate level in effect at the time service is discontinued.

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1. General Regulations (Cont'd)

1.4 Payment Arrangements and Credit Allowances (Cont'd)

1.4.3 Credit Allowance for Service Interruptions

(A) General

A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Company result in the complete loss of service by the customer. An interruption period starts when an inoperative service is reported to the Company, and ends when the service is operative.

(B) When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the customer, shall be as follows:

- (1) For DS1 and DS3 service, no credit shall minutes. The customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or major fraction thereof that the interruption continues.

The monthly charges used to determine the credit shall be as follows:

- (a) For DS1 and DS3 services, the monthly charge shall be the total of all the monthly rate element charges associated with the service.

1. General Regulations (Cont'd)1.4 Payment Arrangements and Credit Allowances (Cont'd)1.4.3 Credit Allowance for Service Interruptions (Cont'd)(C) When A Credit Allowance Does Not Apply

No credit allowance will be made for:

- (1) Interruptions caused by the negligence of the customer.
- (2) Interruptions of a service due to the failure of equipment or systems provided by the customer or others.
- (3) Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated.
- (4) Interruptions of a service when the customer has released that service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the customer prior to the release of that service. Thereafter, a credit allowance as set forth in (B) preceding applies.
- (5) Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- (6) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.

(D) Temporary Surrender of a Service

In certain instances, the customer may be requested by the Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of 30 minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

1. General Regulations (Cont'd)

1.5 Definitions

Certain terms used herein are defined as follows:

Access Code

The term "Access Code" denotes a uniform five or seven digit code assigned by the Company to an individual customer. The five digit code has the form 10XXX, and the seven digit code has the form 101XXXX and 950-XXXX.

Access Minutes

The term "Access Minutes" denotes that usage of exchange facilities in interstate or foreign service for the purpose of calculating chargeable usage. On the originating end of an interstate or foreign call, usage is measured from the time the originating end user's call is delivered by the Company to and acknowledged as received by the customer's facilities connected with the originating exchange. On the terminating end of an interstate or foreign call, usage is measured from the time the call is received by the end user in the terminating exchange. Timing of usage at both originating and terminating ends of an interstate or foreign call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable.

Access Tandem

The term "Access Tandem" denotes a Company switching system that provides a concentration and distribution function for originating or terminating traffic between end offices and a customer's premises.

Access Tandem Trunk Port

The Access Tandem Trunk Port is a port for each dedicated trunk on the serving Wire Center side of the access tandem.

Bit

The term "Bit" denotes the smallest unit of information in the binary system of notation.

1. General Regulations (Cont'd)

1.5 Definitions (Cont'd)

Call

The term "Call" denotes a customer attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the serving dial tone office.

Call Gapping

The term "Call Gapping" denotes the routing of originating calls to all transmission paths in a trunk group at a prescribed rate of flow, e.g., one call every five seconds, in order to limit (choke) the completion of such traffic. Calls which are denied access, i.e., the choked calls, would be routed to a no-circuit announcement.

Carrier or Common Carrier

See Interexchange Carrier.

Carrier Identification Parameter

A feature allowing the CCS/SS7 call setup protocol to carry the Carrier Identification Code (CIC) through interconnected networks.

Central Office

The term "Central Office" denotes a local Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

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1. General Regulations (Cont'd)1.5 Definitions (Cont'd)Channel(s)

The term "Channel(s)" denotes an electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.

Channel Service Unit

The term "Channel Service Unit" denotes equipment which performs one or more of the following functions: termination of a digital facility, regeneration of digital signals, detection and/or correction of signal format errors and remote loop back.

Channelize

The term "Channelize" denotes the process of multiplexing-demultiplexing wider bandwidth or higher speed channels into narrower bandwidth or lower speed channels.

C-Message Noise

The term "C-Message Noise" denotes the frequency weighted average noise within an idle voice channel. The frequency weighting, called C-message, is used to simulate the frequency characteristic of the 500-type telephone set and the hearing of the average subscriber.

C-Notched Noise

The term "C-Notched Noise" denotes the C-message frequency weighted noise on a voice channel with a holding tone, which is removed at the measuring end through a notch (very narrow band) filter.

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1. General Regulations (Cont'd)1.5 Definitions (Cont'd)Common Channel Signaling

The term "Common Channel Signaling" (CCS) denotes a high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. Its purpose is to carry addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points in the CCS network.

Common Channel Signaling Access Capability

The term "Common Channel Signaling Access Capability" (CCSAC) denotes option which allows customers access to the CCS signaling network to transmit/receive signals for call set-up out of band. The Signaling links established between the signaling point of interconnection and the signaling transfer points and the Signaling Transfer Point Port Terminations are requirements of the capability.

Common Channel Signaling Access Capability Signaling Link

The "Common Channel Signaling Access Capability (CCSAC) Signaling Link" provides a 56 kbps Facility dedicated to a single customer which originates at the customer's signaling point of interface in a LATA and terminates at the Company's Signaling Transfer Point (STP). This facility connects the customer to the STP and is a requirement with the CCSAC option.

Common Line

The term "Common Line" denotes a line, trunk, pay telephone line or other facility provided under the general and/or local exchange service tariffs of the Company, terminated on a central office switch. A common line-residence is a line or trunk provided under the regulations of the general and/or local exchange service tariffs for a residence Class of Service. A common line-business is a line provided under the regulations of the general and/or local exchange service tariffs for a nonresidence Class of Service. For purposes of this tariff, any reference to "business" is considered to reference "nonresidence".

Communications System

The term "Communications System" denotes channels and other facilities which are capable of communications between terminal equipment.

1. General Regulations (Cont'd)1.5 Definitions (Cont'd)Customer(s)

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this tariff, including, but not limited to, Interexchange Carriers (ICs), End Users, and Enhanced Service Providers (ESPs).

Data Base Query

The term "Data Base Query" denotes a Signaling System 7 (SS7) message launched from a Service Switching Point (SSP) requesting processing instructions or service data contained in a centralized data base.

Data Transmission (107 Type) Test Line

The term "Data Transmission (107 Type) Test Line" denotes an arrangement which provides for a connection to a signal source which provides test signals for one-way testing of data and voice transmission parameters.

Decibel

The term "Decibel" denotes a unit used to express relative difference in power, usually between acoustic or electric signals, equal to ten (10) times the common logarithm of the ratio of two signal powers.

Decibel Reference Noise C-Message Referenced to 0

The term "Decibel Reference Noise C-Message Referenced to 0" denotes noise power in "Decibel Reference Noise C-Message Weighting" referred to or measured at a zero transmission level point.

Decibel Reference Noise C-Message Weighting

The term "Decibel Reference Noise C-Message Weighting" denotes noise power measurements with C-Message Weighting in decibels relative to a reference 1000 Hz tone of 90 dB below 1 milliwatt.

1. General Regulations (Cont'd)1.5 Definitions (Cont'd)Demarcation Point

Demarcation Point means the point of physical separation of CBT's network, and associated responsibilities, from Customer's network and associated responsibilities. The location of the Demarcation Point shall be the physical interface for LAN Advantage service presented by CBT to Customer.

Design and Construction Work

All work by the Company, including but not limited to, space design and preparation, the rearrangement of existing facilities, design and placement of required support structure or any other activity required to accommodate the installation of an Interconnector's facilities in the Company's space(s) covered under this tariff. Similar work required or requested by Interconnector after initial installation solely because of the existence of the Interconnector's facilities shall be referred to as "Additional Design and Construction", and shall be at Interconnector's expense.

Detail Billing

The term "Detail Billing" denotes the listing of each message and/or rate element for which charges to a customer are due on a bill prepared by the Company.

Direct - Trunked Transport Facility

The term "Direct-Trunked Transport Facility" denotes a Switched Transport facility between a customer's premises serving wire center and an end office or between a customer's serving wire center and an access tandem that provides a customer with dedicated switched access transport.

Echo Control

The term "Echo Control" denotes the control of reflected signals in a telephone transmission path.

1. General Regulations (Cont'd)1.5 Definitions (Cont'd)800 Access Service

800 Access Service denotes a service which provides 10-digit screening as an originating switched access service. This 10-digit screening determines the Interexchange Carrier to which a call is routed.

End Office Switch

The term "End Office Switch" denotes a local Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to trunks. Included are Remote Switching Modules and Remote Switching Systems served by a host office in a different wire center.

End User

The term "End User" denotes any customer of an interstate or foreign telecommunications service that is not a carrier, except that a carrier other than a Company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

End User Port Charge

The End Use Port charge applies to ISDN lines only.

Envelope Delay Distortion

The term "Envelope Delay Distortion" denotes a measure of the linearity of the phase shift versus frequency of a channel.

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1. General Regulations (Cont'd)1.5 Definitions (Cont'd)Exchange

The term "Exchange" denotes a unit generally smaller than a Local Access and Transport Area, established by the Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given Local Access and Transport Area.

Exit Message

The term "Exit Message" denotes a SS7 message sent to an end office by the Company's tandem switch to mark the Carrier Connect Time when the Company's tandem switch sends an Initial Address Message to an Interexchange customer.

First Point of Switching

The term "First Point of Switching" denotes the first Company location at which switching occurs on the terminating path of a call proceeding from the customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the customer premises.

Flexible Automatic Number Identification (Flex ANI)

The term "Flexible Automatic Number Identification" denotes the provision of additional values for the information indicator digits available with the Automatic Number Identification feature on originating calls. The additional information digits are used to identify the class or type of service from which the call originated.

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1. General Regulations (Cont'd)

1.5 Definitions (Cont'd)

Host Office

The term "Host Office" denotes an electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

Hundred Call Seconds

A standard unit of traffic load that is equal to 100 seconds of usage or capacity of a group of servers (e.g., trunks).

Impedance Balance

The term "Impedance Balance" denotes the method of expressing Echo Return Loss and Singing Return Loss at a 4-wire interface whereby the gains and/or loss of the 4-wire portion of the transmission path, including the hybrid, are not included in the specification.

Individual Case Basis

The term "Individual Case Basis" denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provision of this tariff are developed based on the circumstances in each case.

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1. General Regulations (Cont'd)1.5 Definitions (Cont'd)Initial Address Message

The term "Initial Address Message" denotes a SS7 message sent in the forward direction to initiate trunk set up with the busying of an outgoing trunk which carries the information about that trunk along with other information relating to the routing and handling of the call to the next switch.

Inserted Connection Loss

The term "Inserted Connection Loss" denotes the 1004 Hz power difference (in dB) between the power at the originating end and the power reaching the terminating end through the inserted connection.

Interconnection Charge

The Interconnection Charge recovers the costs associated with Switched Transport that are not recovered by the Entrance Facilities, Direct-Trunked Transport, Tandem-Switched Transport, Multiplexing, or CCSAC rates. The Interconnection Charge applies to all access minutes of use (i.e., both Tandem-Switched and Direct Trunked).

Interexchange Carrier (IC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denote any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign communications by wire or radio, between two or more exchanges.

Letter of Authorization (LOA)

The term "Letter of Authorization" (LOA) denotes the signed authorization form from a customer designating the primary IC (PIC) for interLATA access.

1. General Regulations (Cont'd)

1.5 Definitions (Cont'd)

Local Switching Dedicated Trunk Port

The Local Switching Dedicated Trunk Port provides for termination of a dedicated trunk in the end office port.

Local Switching Common Trunk Port

The Local Switching Shared Trunk Port provides for the use of the shared end office trunk ports for terminating of common transport trunks for tandem switched traffic.

Local Tandem Switch

The term "Local Tandem Switch" denotes a local Telephone Company switching unit by which local or access telephonic communications are switched to and from an End Office Switch.

LAN Advantage

"LAN Advantage" means the engineering, configuration, installation, maintenance and repair services provided by CBT to Customer necessary to interconnect multiple LANs to form a MAN for data transmission.

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COMPETITIVE LOCAL EXCHANGE SWITCHED ACCESS TARIFF

CINCINNATI BELL ANY DISTANCE LLC

TELEPHONE - PA. P.U.C. TARIFF NO. 2

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1. General Regulations (Cont'd)

1.5 Definitions (Cont'd)

Network Management Control

The term "Network Management Control" denotes the type of control that the Company may need to implement when a substantial number of calls are expected during a short period of time.

Off-hook

The term "Off-hook" denotes the active state of a Switched Access or a Telephone Exchange Service line.

On-hook

The term "On-hook" denotes the idle state of a Switched Access or a Telephone Exchange Service line.

Originating Direction

The term "Originating Direction" denotes the use of Access Service for the origination of calls from an end users premises to an IC premises.

Overlap Outpulsing

The feature of the equal access signaling system which permits initiation of pulsing to the customer's premises before the calling subscriber has completed dialing an originating call.

Point of Termination

The term "Point of Termination" denotes the point of demarcation within a customer-designated premises at which the Telephone Company's responsibility for the provision of Access Service ends.

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1. General Regulations (Cont'd)1.5 Definitions (Cont'd)Premises

The term "Premises" denotes a building or a portion of a building in a multi-tenant building, or buildings on continuous property (except railroad right-of-way, etc.) not separated by a public highway.

Primary IC (PIC)

The term "Primary IC" (PIC) denotes a customer designated Interexchange Carrier (IC). The PIC is designated by the customer on a signed Letter of Authorization (LOA) or verbally through the Business Service Center. The PIC allows a customer to access interLATA calls without dialing an access code.

Prime Service Vendor

The term "Prime Service Vendor" denotes the status of the Telephone Company when contracting directly with the user of TSP service.

Return Loss

The term "Return Loss" denotes a measure of the similarity between the two impedances at the junction of two transmission paths. The higher the return loss, the greater the similarity.

Serving Wire Center

The term "Serving Wire Center" denotes the wire center from which the customer designated premises would normally obtain dial tone from the Company.

Short Circuit Test Line

The term "Short Circuit Test Line" denotes an arrangement in an end office which provides termination of a trunk or line by means of a capacitor of at least four microfarads. The impedance is so low as to be virtually a short circuit to alternating current at the frequencies used in voice communications.

Signaling Transfer Point

The term "Signaling Transfer Point" denotes a specialized switch which provides CCS network access and performs SS7 message screening, routing, and/or transferring of such signaling information through the common channel signaling network.

1. General Regulations (Cont'd)

1.5 Definitions (Cont'd)

Signaling Transfer Point Port Termination

The "Signaling Transfer Point Port Termination" provides a customer dedicated point of interface at the Company's STP for each of the customer's CCSAC Signaling Links.

Signaling Point of Interconnection

The term "Signaling Point of Interconnection" denotes the customer designated location where SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7

The term "Signaling System 7" denotes common channel out of band signaling using the SS7 protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Subcontractor

The term "Subcontractor" denotes the status of the Company when contracting directly with a Prime Service Vendor to provide TSP to a service user.

Tandem-Switched Transmission Charge

The Tandem-Switched Transmission charge is a mileage sensitive, per minute of use rate which applies to the transmission of the customer's traffic from the customer's serving wire center, through the Company's Access Tandem, to the customer designated Company end office(s), or from the Access Tandem to the end office(s).

Terminating Direction

The term "Terminating Direction" denotes the use of Access Service for the completion of calls from a customer premises to an end user premises.

1. General Regulations (Cont'd)

1.5 Definitions (Cont'd)

Transmission Path

The term "Transmission Path" denotes an electrical path capable of transmitting signals within the range of the service offering, e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived channels consisting of any form or configuration of facilities typically used in the telecommunications industry.

Trunk

The term "Trunk" denotes a communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group

The term "Trunk Group" denotes a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

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2. Switched Access Service

2.1 General

Switched Access Service, which is available to customers for their use in furnishing their services to end users, provides a two-point electrical communications path between a customer's premises and an end user's premises. It provides for the use of common terminating, switching and trunking facilities and common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an end user's premises to a customer's premises, and to terminate calls from a customer's premises to an end user's premises in the LATA where it is provided. Specific references to material describing the elements of Switched Access Service are provided in 2.1.1 and 2.1.2 following.

2.1.1 Switched Access Service Arrangements and Manner of Provision

Switched Access Services are differentiated by their technical characteristics, e.g., line side vs. trunk side connection at the Company entry switch, and the manner in which an end user accesses them in originating calling, e.g., with or without an access code. Following is a brief description of each type of service arrangement.

(A) Feature Group D (FGD)

FGD Access, which is available to all customers, provides Trunk side access to Company end office switches with an associated uniform 10XXX or 10XXXX access code for the customer's use in originating and terminating communications.

2. Switched Access Service (Cont'd)

2.1 General (Cont'd)

2.1.1 Switched Access Service Arrangements and Manner of Provision(Cont'd)

(B) 800 Access Service

800 Access Service, which is available to all customers, is an originating offering utilizing FGD Switched Access Service. The service provides a customer identification function based on the dialed 800 Series number. The 800 Series includes 800, 888, 877, 866, 855, 844, 833, 822. This customer identification function could include additional call handling and destination features, such as; alternate carrier(s) and/or alternate destination(s), time-of-day, day-of-week, specific dates, originating NPA-NXX-XXXX, percent allocation, routing to a single carrier and destination from an area of service which is smaller than an area defined by an NPA-NXX.

When a 1 + 800 Series + NXX + XXXX call is originated by an end user, the Company will perform the customer identification function based on the dialed 1 + 800 Series + NXX + XXXX (ten digit screening) to determine the customer location to which the call is to be routed. Where 800 Series prefixes are not part of ten digit screening, the customer identification function will be performed based on the 800 Series + NXX digits only (e.g., Canada). If an 800 Series call originates from an end office not equipped to provide the SSP Data Base Query function, the call will be routed to an office at which the function is available. The SSP Data Base Query function will be available at the tandem and select end offices. Once customer identification has been established, the call will be routed to the customer.

Unless prohibited by technical limitations (e.g., different dialing plans), the customer's 800 Access Service traffic may, at the option of the customer, be combined in the same trunk group arrangement with the customer's non-800 Access Service traffic. When required by technical limitations, or at the request of the customer, a separate trunk group will be established for 800 Access Service.

When 800 Access Service traffic is combined in the same trunk group arrangement with other traffic, usage for the 800 Access Service traffic may be aggregated with or shown separately from the other traffic for billing purposes. When separate trunk groups are provided for 800 Access Service, usage will be billed separately.

2. Switched Access Service (Cont'd)

2.1 General (Cont'd)

2.1.2 Rate Categories

The rate categories which apply to Switched Access Service are:

- Switched Transport (described in 2.1.2(A) following)
- Local Switching (described in 2.1.2(B) following)

(A) Switched Transport

The Switched Transport rate category establishes the charges related to the transmission and tandem facilities between the customer's premises and the end office switch(es) which may be a Remote Switching Module, where the customer's traffic is switched to originate or terminate the customer's communications. Mileage measurement rules are set forth in 2.5.7 following.

Switched Transport is a two-way voice frequency transmission path composed of facilities determined by the Telephone Company. The two-way voice frequency transmission path permits the transport of calls in the originating direction (from the end user's end office switch to the customer's premises) and in the terminating direction (from the customer's premises to the end office switch), but not simultaneously. The voice frequency transmission path may comprise any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

The customer must specify when ordering (1) whether the service is to be directly routed to an end office switch or through the Company's access tandem switch or a TSP's access tandem switch, (2) the type of Direct-Trunked Transport and whether it will overflow to the Company's or a TSP's access tandem switch when service is directly routed to an end office, (3) the type of Entrance Facility, (4) the directionality of the service, and (5) when multiplexing is required, the hub(s) at which the multiplexing will be provided.

2. Switched Access Service (Cont'd)2. Switched Access Service (Cont'd)2.1 General (Cont'd)2.1.2 Rate Categories (Cont'd)(B) Switched Transport (Cont'd)

Additionally, when service is to be routed through an access tandem switch, the customer must specify whether the facility between the serving wire center and the tandem is to be provided as Direct-Trunked Transport or Tandem-Switched Transport.

Switched Transport is provided at the rates and charges set forth in 2.7.1 following. The description of these rates with respect to the different types of service is as set forth in 2.1.2 following.

(1) Switched Transport Facilities(a) Entrance Facility

An Entrance Facility provides the communication path between a customer's premises and the Company's serving wire center for that premises. The Entrance Facility is provided to a single customer and is available for use with all line side and trunk side Switched Access services. An Entrance Facility is provided even if the customer's premises and the serving wire center are located in the same building

(b) Direct-Trunked Transport Facility

A Direct-Trunked Transport facility provides the communications path between the serving wire center of a customer's premises and an end office, between the serving wire center of a customer's premises and the Company's Access tandem. Direct-Trunked Transport facilities are provided to a single customer. Direct-Trunked Transport facilities are available for use with all line side and trunk side Switched Access services.

2. Switched Access Service (Cont'd)2.1 General (Cont'd)2.1.2 Rate Categories (Cont'd)(B) Switched Transport (Cont'd)(1) Switched Transport Facilities (Cont'd)(c) Tandem-Switched Transport Facility

The Tandem-Switched Transport facility provides the communications path between the customer's serving wire center and the end office or between the tandem and the end office on circuits that are switched at an access tandem. Tandem-Switched Transport facilities are available for use with all trunk side Switched Access Services.

Tandem-Switched Transport charges consist of a Tandem-Switched Transmission charge (fixed and per mile minute of use charges) and a Tandem-Switching charge (per minute charge) where elements may apply independently of one another as described herein.

(d) Access Tandem Trunk Port

The Access Tandem Trunk Port is a monthly per port rate that provides a port for each dedicated trunk on the Serving Wire Center side of the access tandem.

2. Switched Access Service (Cont'd)2.1 General (Cont'd)2.1.2 Rate Categories (Cont'd)(B) Switched Transport (Cont'd)(2) Switched Transport Connections (Cont'd)

Switched Transport is comprised of specific connection types. These connections may be either analog or digital. Analog connections are differentiated by spectrum and bandwidth; digital connections are differentiated by bit rate. Depending on the spectrum, bandwidth or bit rate selected by the customer, multiplexing, as described in 2.7.1(D), may also be required to allow interconnection with other Switched Transport facilities or to a Company switch.

With one exception, the customer may choose the Switched Transport connection comprising the Switched Transport facility. For the tandem to end office portion of Tandem-Switched Transport, the Company will determine the type of connection used.

Each type of connection is composed of specific channels which are provided for use with a Switched Access service. Each channel in a Switched Transport following types of connections are available for all Switched Transport facilities.

(a) Mercury 1.544 (DS1)

A Mercury 1.544 (DS1) provides 24 channels for the transmission of nominal 64.0 kbps or 1.544 Mbps isochronous serial data. The actual bit rate and framing format is a function of the channel interface selected by the customer.

2. Switched Access Service (Cont'd)2.1 General (Cont'd)2.1.2 Rate Categories (Cont'd)(B) Switched Transport (Cont'd)(b) Mercury 45 (DS3)

Mercury 45 (DS3) provides 28 Mercury 1.544s (DS1) or 672 DSO channels and provides for transmission of nominal 44.736 Mbps isochronous serial data. The actual bit rate and framing format is a function of the channel interface selected by the customer. With Mercury 45 (DS3), customers may request to have an electrical interface installed at their customer premises. For DS3 connections utilizing an electrical interface, the customer will receive an electrical signal with a transmission speed of 44.736 Mbps per channel

(3) Multiplexing

Multiplexing provides the capability of converting the capacity or bandwidth of a Switched Transport facility from a higher level to a lower level or from a lower level to a higher level. Multiplexing is required when the customer requests to interconnect Entrance facilities, or Direct - Trunked Transport facilities of different capacities or bandwidths, i.e., DS1 to Voice Grade or DS3 to DS1.

When customers request to interconnect DS3 facilities with Company switches, DS3 to DS1 multiplexing is required at appropriately equipped end offices. Locations where multiplexing is available are specified in the NECA Tariff F.C.C. No. 4.

Customers ordering Tandem Switched Transport will incur a multiplexing charge for multiplexing on the Serving Wire Center side of the Access Tandem and a multiplexing charge for multiplexing on the End Office side of the Access Tandem.

2. Switched Access Service (Cont'd)2.1 General (Cont'd)2.1.2 Rate Categories (Cont'd)(B) Switched Transport (Cont'd)

(3) Multiplexing (Cont'd)

Rates and charges for multiplexing are set forth in 2.7.1. For each of the multiplexing options listed below, the multiplexer is associated with the Switched Transport facility with the higher capacity or bandwidth (e.g., a DS3 to DS1 multiplexer is associated with the facility DS3 connection).

(a) Mercury 45 (DS3) to Mercury 1.544 (DS1)

Available with all Switched Transport facilities using DS3 connections. Provides an arrangement that converts a DS3 signal to or from 28 DS1 channels. Conversion is accomplished using digital time division multiplexing.

(b) Mercury 1.544 (DS1) to Voice Grade

Available with all Switched Transport facilities using DS1 connections. Provides an arrangement that converts a DS1 connection to or from 24 voice grade channels. Conversion is accomplished using digital time division multiplexing.

(c) Common Multiplexing

Common Multiplexing is provided on a usage sensitive basis in conjunction with Tandem Switched Transport. Switched Access facilities are connected to the Tandem as DS1 circuits. Multiplexing is required to connect common switched facilities from DS3 to DS1.

2. Switched Access Service (Cont'd)2.1 General (Cont'd)2.1.2 Rate Categories (Cont'd)(B) Switched Transport (Cont'd)

(4) Chargeable Optional Features

(a) Common Channel Signaling Access Capability (CCSAC)

This option allows the customer to receive signals for call setup out-of-band. This option is only available with Feature Group D.

The Company will provide the CCSAC option in accordance with the technical specifications set forth in Technical Reference TR-TSV-000905 from properly equipped signaling elements in the Telephone Company CCS network.

This option requires the establishment of the required number of CCSAC signaling links between the customer's signaling point of interconnection and each of the Telephone Company's designated Signaling Transfer Points (STPs) and STP Port Terminations. The STP locations are set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4. The customer will have the option of ordering a Signaling Link provisioned over a dedicated Mercury 1.544 (DS1) Facility or over a 56 Kbps DDS channel.

(b) Carrier Identification Parameter (CIP)

The CIP Optional Feature provides for the delivery of the Carrier Identification Code (CIC) within the Initial Address Message (IAM) SS7 call setup protocol. CIP is available with originating Feature Group D Switched Access Service from certain end offices and from the access tandem. Customers should contact the Company

2. Switched Access Service (Cont'd)2.1 General (Cont'd)2.1.2 Rate Categories (Cont'd)(B) Switched Transport (Cont'd)

(4) Chargeable Optional Features

(b) Carrier Identification Parameter (CIP)(Cont'd)

to determine where CIP is available. This feature requires the customer to purchase or use already established CCSAC signaling links between the customer's signaling point of interconnection and each of the Company's designated STPs and STP Port Terminations, as described in Section 2.7.1(G). The rates for the CIP Optional Feature are described in Section 2.7.1(I).

(c) Signaling for Tandem Switching

This option allows any interested third party, including competitive access providers (CAPS), interexchange carriers (IXCs), and end users, to receive signaling information necessary to provide tandem signaling. Signaling for tandem switching provides the carrier identification code (CIC) and the OZZ code (or the CKTD code for SS7) to the Tandem Switch Provider (TSP). The CIC identifies the IXC to receive the call, and the OZZ identifies the IXC trunk group to which traffic should be routed. This option is available only with Feature Group D (FGD).

The customer may choose to have this option provided with Multifrequency or Common Channel Signaling.

When tandem switching is provided by a TSP, the TSP will be required to order one-way

2. Switched Access Service (Cont'd)2.1 General (Cont'd)2.1.2 Rate Categories (Cont'd)(B) Switched Transport (Cont'd)

(4) Chargeable Optional Features

(c) Signaling for Tandem Switching (Cont'd)

direct-trunks between the desired Company end offices and the TSP's access tandem switch. These one-way trunks will be billed as direct-trunks to the TSP.

Either the TSP or the IXC using the TSP as its access tandem provider, may be the customer for the remaining FGD usage charges i.e., carrier common line, local switching, information surcharge and the interconnection charge. The signaling nonrecurring charge, described in Section 2.7.1, will be assessed to the TSP. Any link between the TSP's access tandem switch and an IXC Point of Presence (POP) location may be purchased from the Company's special access section in this tariff.

If an IXC wishes to move their traffic to a TSP's access tandem switch, the TSP must provide the Company with a written letter of authorization (LOA). If a TSP contacts the Company on behalf of an IXC to move the IXC traffic from the Company access tandem switch to a TSP access tandem switch, the IXC must provide the Company an LOA.

If the IXC is the customer of record, for terminating usage, the IXC's TSP of choice is obligated to provide the Telephone Company with all billing detail needed to accurately count and bill usage. The requirements for providing this billing data are described in the following paragraphs.

2. Switched Access Service (Cont'd)

2.1 General (Cont'd)

2.1.2 Rate Categories (Cont'd)

(C) Local Switching

This rate category provides for (1) local end office switching, i.e., the common switching functions associated with the various Switched Access Service arrangements, (2) the termination of switched transport at end offices, and (3) 800 Data Base Queries. This category includes usage sensitive rates and both chargeable and nonchargeable optional features.

- (a) Local Switching applies on a per minute of use basis, providing local switching functions for FGD, and 800 Access Service. Where end offices are appropriately equipped, international dialing may also be provided a capability of Local Switching, i.e., the capability of switching international calls with service prefix and address codes having more digits than can be switched through a standard FGD end office.
- (b) 800 Access Service, Data Base Query Charge and Routing Options Capability apply on a per query basis and are originating offerings utilizing FGD. These services provide customer identification and additional call handling and destination features (i.e., time of day, day of week, etc.). These services provide for the use of the Tandem Switching, Tandem Termination, and Tandem Transport facilities of the Company. The Company will not charge Carrier Common Line, Local End Office Switching, or End Office Port charges.

(1) Usage Sensitive Rates

The description of these rates is set forth in 2.7.2 following.

2.1.3 Design Layout Report

At the request of the customer, the Company will provide to the customer the makeup of the facilities and services provided from the customer's premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the customer at no charge, and will be reissued or updated whenever these facilities are materially changed.

2. Switched Access Service (Cont'd)

2.1 General (Cont'd)

2.1.4 Acceptance Testing

At no additional charge, the Company will, at the customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.

At no additional charge, the Company will, at the time of installation of Feature Group D with the 64CCC Local Transport option trunks, perform the Digital Trunk Acceptance Tests described in TR-TSV-000905.

2.1.5 Ordering Options and Conditions

To order Switched Access, customers should contact the Company as described in Section 2.6 following. Rate elements for Switched Access Services are defined in 2.7.

2.1.6 CCSAC Testing Requirements

When Feature Group D with CCSAC option is ordered, network compatibility and other operational tests will be performed cooperatively by the Company and the customer. These tests are as specified in Technical Reference TR-TSV-000905.

2. Switched Access Service (Cont'd)2.2 Local Switching2.2.1 Common Switching Optional features(A) Call Denial on Line or Hunt Group

This option allows for the screening of terminating calls within the LATA, and for the completion only of calls to 611, 911, 800, 555-1212, and a Telephone Company specified set of NXXs within the Telephone Company local exchange calling area of the dial tone office in which the arrangement is provided. All other "toll" calls are routed to a reorder tone or recorded announcement.

(B) Uniform Call Distribution Arrangement

This option provides a type of multiline hunting arrangement which provides for an even distribution of calls among the available lines in a hunt group. Where available, this feature is provided in Company electronic end offices only.

(C) Nonhunting Number for Use with Hunt Group or Uniform Call Distribution Arrangement

This option provides an arrangement for an individual line within a multiline hunt or uniform call distribution group that provides access to that line within the hunt or uniform call distribution group when it is idle or provides busy tone when it is busy, when the nonhunting number is dialed. Where available, this feature is provided in Company electronic end offices only

(D) Automatic Number Identification (ANI)

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

2. Switched Access Service (Cont'd)2.2 Local Switching (Cont'd)2.2.1 Common Switching Optional Features (Cont'd)(E) Automatic Number Identification (ANI) (Cont'd)

The ten digit ANI telephone number is only available with Feature Group D with multifrequency address signaling. When the CCSAC optional feature is specified, the customer may obtain an ANI equivalent by ordering the charge number (CN) optional feature as specified in 2.7.1 (G) following. The ten digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven digit ANI telephone number. The ten digit ANI telephone number will be transmitted on all calls except those identified as ANI failure, in which case only the NPA will be transmitted (in addition to the information digits described below).

Also, ANI Information Indicator (ANI II) digits or Flexible ANI information digits will be provided to the customer along with the ten digit ANI telephone number.

- (1) The ANI Information Indicator (ANI II) digits identify: (1) telephone number is the station billing number - no special treatment required, (2) ANI failure has occurred in the end office switch which prevents identification of calling telephone number - must be obtained by operator or in some other manner, (3) hotel/motel originated call which requires room number identification, (4) coinless station, hospital, inmate, etc., call which requires special screening or handling by the customer, and (5) Local Exchange Company Coin.

ANI information digits are either 00, 01, 02, 06, 07, 20, or 27.

Customers who subscribe to ANI, may also elect to obtain expanded ANI digits, 52 for WATS, at no additional charge. Expanded ANI digits, 52 for WATS was previously provided in this tariff under the name Flexible ANI.

2. Switched Access Service (Cont'd)2.2 Local Switching Optional Features (Cont'd)2.2.1 Common Switching Optional Features (Cont'd)(E) Automatic Number Identification (ANI) (Cont'd)

- (2) Flexible Automatic Number Identification (Flex-ANI)
The Flex-ANI feature is an Optional Switching Feature and enhancement to ANI. The feature is available on inband signaling or in the Originating Line Information Parameter in the Basic Initial Address Message (IAM) Delivery optional feature for SS7 signaling. Flex-ANI provides additional values for the Information Indicator (ii) digits that are associated with various classes of service not available with the standard ANI digits. The customer must have ANI in order to have Flex-ANI or may order the features simultaneously.

The following Flex-ANI are currently available:

- 29 Confinement/Detention Facility
- 70 Private Pay stations

All ii codes will be delivered to the customer when Flex ANI is ordered.

Flexible ANI information digits must be ordered per Carrier Identification Code (CIC), per End Office and must be provisioned in conjunction with the ANI optional feature.

(F) Cut-Through

This option allows end users of the customer to reach the customer's premises by using the end of dialing digit (#). This option provides for connection of the call to the premises of the customer indicated by the 10XXX or 10XXXX code upon receipt of the end of dialing digit (#). The Company will not record any other dialed digits for these calls. This option is available with Feature Group D.

2. Switched Access Service (Cont'd)2.2 Local Switching Optional Features (Cont'd)2.2.1 Common Switching Optional Features (Cont'd)(G) 900/976 Call Blocking

This option, where available, allows for the screening of terminating calls within the LATA for the purpose of blocking 900/976 or "dial-it" type calls only. 900/976 calls are routed to a reorder tone or to a recorded announcement. This option is available with Feature Group A. 900/976 Call Blocking, Call Denial and Service Code Denial are mutually exclusive.

(H) Calling Party Number (CPN)

This option provides for the automatic transmission of the calling party's ten digit telephone number to the customer's premises for calls originating in the LATA. The ten digit telephone number consists of the NPA plus the seven digit telephone number, which may or may not be the same number as the calling station's charge number. The ten digit telephone number will be coded as presented, or restricted via a "Privacy Indicator" for delivery to the called end user. The specific protocol for CPN is contained in Technical Reference TR-TSV-000905. This feature is available with Feature Group D when the CCSAC option is specified.

(I) Charge Number (CN)

This option provides for the automatic transmission of the ten digit billing number of the calling station number and originating line information. The specific protocol for CN is contained in Technical Reference TR-TSV-000905. This feature is available with Feature Group D when CCSAC is specified.

2. Switched Access Service (Cont'd)

2.2 Local Switching Optional Features (Cont'd)

2.2.1 Common Switching Optional Features (Cont'd)

(J) Carrier Selection Parameter (CSP)

This option provides for the automatic transmission of a signaling indicator which signifies to the customer whether the call being processed originated from a presubscribed end user of that customer. The specific protocol for CSP is contained in Technical Reference TR-TSV-000905. This feature is available with Feature Group D when CCSAC is specified.

(K) Service Class Routing

This option provides the capability of directing originating traffic from an end office to a trunk group to a customer designated premises, based on the line class of service (e.g., coin or hotel/motel), service prefix indicator (e.g., 0-, 0+, 01+ or 011+) or service access code (e.g., 800). It is provided in suitably equipped end office or access tandem switches and is available with Feature Group D.

2. Switched Access Service (Cont'd)2.2 Local Switching (Cont'd)2.2.1 Common Switching Optional Features (Cont'd)(L) Alternate Traffic Routing(1) Multiple Customer Premises Alternate Routing

This option provides the capability of directing originating traffic from an end office (or appropriately equipped access tandem) to a trunk group (the "high usage" group) to a customer designated premises until that group is fully loaded, and then delivering additional originating traffic (the "overflowing" traffic) from the same end office or access tandem to a different trunk group (the "final" group) to a second customer designated premises. It is provided in suitably equipped end office or access tandem switches and is available with Feature Group D.

(2) End Office Alternate Routing

This option provides an alternate routing arrangement for customers who have access for a particular Feature Group to an end office via two routes: one route via an access tandem and one direct route. The feature allows the customers originating traffic from the end office to be offered first to the direct trunk group and then overflow to the access tandem group or to a TSP's access tandem group. It is provided in suitably equipped end offices and is available with Feature Group D.

2. Switched Access Service (Cont'd)2.2 Local Switching (Cont'd)2.2.1 Common Switching Optional Features (Cont'd)(M) Originating Line Number Screening Service (OLNS)

OLNS Service provides information concerning the nature of the subscriber's line from which a call originates. OLNS service sends a two digit code with the Automatic Number Identification (ANI) at the beginning of a call to the Interexchange Carrier (IXC) and Operator Service Provider (OSP). When an IXC or OSP receives a call, it can use the information about the nature of the originating location (i.e., whether prison inmate or private payphone) to determine whether to allow the call to be billed to the originating line or require another form of payment, such as a calling card.

The two digits sent are either Automatic Number Identification Information Indicators (ANI II) or Flexible Automatic Number Identification (Flex-ANI). The charge for OLNS is recovered from the IXC and OSP through the Flex-ANI charge.

(N) International Carrier Option

This option allows for Feature Group D end offices or access tandem switches equipped for International Direct Distance Dialing to be arranged to forward the international calls of one or more international carriers to the customer (i.e., the Company is able to route originating international calls to a customer other than the one designated by the end user either through presubscription or 10XXX or 10XXXX dialing). This arrangement requires provision of written verification to the Company that the customer is authorized to forward such calls. The written verification must be in the form of a letter of agency authorizing the customer to order the option on behalf of the international carrier. This option is only provided at Company end offices or access tandems equipped for International Direct Distance Dialing. It is available with Feature Group D.

2. Switched Access Service (Cont'd)

2.3 Obligations of the Company

In addition to the obligations of the Company set forth in 1. preceding, the Company has certain other obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

2.3.1 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both end users and customers are able to establish connections with little or no delay encountered within the Company network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, over any traffic carried over its network, including that associated with a customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Company or customer facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Company result in the complete loss of service by the customer, the customer will be granted a Credit Allowance for Service Interruption as set forth in 1.4.3 preceding.

2. Switched Access Service (Cont'd)

2.3 Obligations of the Company (Cont'd)

2.3.2 Design and Traffic Routing of Switched Access Service

For Switched Access Service, ordered on a per line or per trunk basis, the customer desired line or trunk directionality and/or traffic routing of the Switched Access Service between the customer's premises and the entry switch are specified on the customer's order for service. Also, the customer must specify the Switched Transport facilities to be used (i.e., Entrance Facility, or Electronic Cross-Connect, Direct-Trunked Transport facility, and Tandem-Switched Transport facility). When specifying the Switched Transport facilities to be used, the customer must indicate if the facilities are existing or new.

The Company will be responsible for selection of facilities from the interface to any switching point and to the end offices where capacity is ordered.

2.3.3 Determination of Number of Transmission Paths

The following applies to switched access voice transmission paths, and does not apply to CCSAC signaling links and STP Port Terminations provided with the CCSAC option. For determination of the number of CCSAC signaling links and STP Port Terminations required to handle its signaling traffic, the customer shall work cooperatively with the Company.

For Switched Access Service which is ordered on a per line or per trunk basis, the customer specifies the number of transmission paths in the order for service. A transmission path is a communication path within the frequency bandwidth of approximately 300 to 3000 Hz or a derived communication path of a frequency bandwidth of approximately 300 Hz to 3000 Hz provided over a high frequency analog facility or a high speed digital facility between a customer's premises and a Company location.

2.3.4 Determination of Number of End Office Transport Terminations

For analog entry switches, a termination will be provided for each feature group line or trunk requested. For digital entry switches, an equivalent termination will be provided for each feature group line or trunk requested.

2. Switched Access Service (Cont'd)

2.4 Obligations of the Customer

In addition to the obligations of the customer set forth in 1. preceding, the customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

2.4.1 Substantial Call Volume

When a customer offers services for which a substantial call volume is expected during a short period of time (e.g., media stimulated events), the customer must notify the Company of the anticipated demand for each peak period. For events scheduled during weekends or holidays, the Company must be notified no later than 5:00 p.m. local time the second prior business day. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the NPA NXX line number(s) to be used.

On the basis of the information provided, the Company may invoke network management controls if required to reduce the probability of excessive network congestion. The Company will work cooperatively with the customer to determine the appropriate level of such control.

Failure to provide prescribed notification may result in customer caused network congestion, which could result in discontinuation of service under section 1.2 and/or damages under paragraph 1.3.1.

2. Switched Access Service (Cont'd)

2.4 Obligations of the Customer (Cont'd)

2.4.2 Supervisory Signaling

The customer's facilities shall provide the necessary on-hook, off-hook, answer and disconnect supervision.

2.4.3 Trunk Group Measurement Reports

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

2.4.4 Design of Switched Access Services

When a customer orders Switched Access Service on a per line or per trunk basis, it is the customer's responsibility to assure that sufficient access services have been ordered to handle its traffic.

2. Switched Access Service (Cont'd)

2.5 Rate Regulation

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

2.5.1 Description of Rates and Charges

There are four types of rates and charges that apply to Switched Access Service. These are monthly recurring rates, Usage rates, nonrecurring charges, and payment plans for Mercury 1.544 (DS1) service. These rates and charges are applied differently to the various rate elements as set forth following.

(A) Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have 30 days.

(B) Usage Rates

Usage rates are rates that apply only when a specific rate element is used. These are applied on a per occurrence (e.g., query, access minute, access minute fixed and per mile basis. Usage rate charges are accumulated over a monthly period.

(C) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for Switched Access Service are: installation of service, service rearrangements, and Signaling for Tandem Switching

2. Switched Access Service (Cont'd)2.5 Rate Regulation (cont'd)2.5.1 Description of Rates and Charges (Cont'd)(C) Nonrecurring Charges (Cont'd)(1) Installation of Service

Nonrecurring charges apply to each Switched Access Service installed as follows:

- Per Line or Per Trunk
- Per Entrance Facility (DS1 or DS3)
- Per Multiplexer ordered

(D) Payment Plans for Mercury 1.544 (DS1) Service

The Optional Payment Plan (OPP) is a provision that allows a customer to pay a fixed rate for specific Mercury 1.544 (DS1) Service over a 36 or 60 month payment period. During the effective term, monthly rates for services installed under this arrangement will not be subject to Company initiated rate changes.

Mercury 1.544 (DS1) rates and charges for which the OPP is available are listed in 2.7.1 following.

During a customer's OPP term, the customer shall pay current rates provided they do not exceed the original rate contracted for by the customer, and conversion may be made to a new OPP term of the same or different length. If the expiration date for the new service or OPP term is beyond the end of the original OPP term, the remaining OPP charges for the original term will not apply.

At the expiration of the OPP term and if the customer wishes to continue Mercury 1.544 (DS1) Service the customer may elect:

- Prevailing month-to-month tariff rates
- A new OPP at the prevailing OPP rate, if available

The customer continues to receive the OPP rate on a month-to-month basis for a period of up to six months following the completion of the term. After the six months, the rates will automatically revert to the month-to-month rates.

2. Switched Access Service (Cont'd)2.5 Rate Regulation (cont'd)2.5.1 Description and Application of Rates and Charges (Cont'd)(D) Payment Plan for Mercury 1.544 (DSLs) Service (Cont'd)

During an OPP term, a customer may move one Entrance Facility service to another location while keeping the OPP in force, provided the customer and customer's end user remain the same and no lapse in service occurs.

The Minimum Period for service provided under an OPP is the same as the OPP term selected by the customer (i.e. 36 or 60 month payment period). The Minimum Period for service provided under the month-to-month payment arrangement is 1 month for Mercury 1.544 (DSL).

Customers requesting termination of service prior to the expiration date of the Minimum Period will be liable for payment of a Minimum Period Charge. The Minimum Period Charge for all OPP terms will be calculated as follows:

- The service that is in place less than 12 months the customer would pay the monthly rate for the service.
- The dollar difference between (a) the current OPP rate for the OPP term that could have been completed during the time the service was actually in service, and (b) the customer's current OPP rate for each month the service was provided.

For example, a customer subscribed to a 60 month OPP term and disconnected service during the 39th month. This customer's minimum period charge would be:

$[36 \text{ month OPP rate} - 60 \text{ month OPP rate}] \times 39 = \text{Minimum Period Charge.}$

The 36 month OPP term could have been completed during the months the service was actually in service.

All minimum period charges will be based on the OPP rates in effect at the time of termination.

2. Switched Access Service (Cont'd)2.5 Rate Regulations (Cont'd)2.5.1 Description of Rates and Charges (Cont'd)(E) Nonrecurring Charges (Cont'd)(1) Service Rearrangements

Service rearrangements are changes to existing services installed which do not result in either a change in the minimum period requirements as set forth in 1.4.2 preceding or a change in the physical location of the point of termination at a customer's premises or a customer's end user's premises. Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts. Changes in the physical location of the point of termination are treated as moves and are described and charged for as set forth in 2.5.4 following.

The charge to the customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.

Administrative changes will be made without charge(s) to the customer. Such changes require the continued provision and billing of the Access Service to the same entity (i.e., customer remains responsible for all outstanding indebtedness for the Access Service). Administrative changes are as follows:

- Change of customer name (i.e., the customer of record does not change but rather the customer of record changes its name.

2. Switched Access Service (Cont'd)

2.5 Rate Regulations (Cont'd)

2.5.1 Description of Rates and Charges (Cont'd)

(E) Nonrecurring Charges (Cont'd)

(2) Service Rearrangements (Cont'd)

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

All other service rearrangements will be charged for as follows:

- If, due to technical limitations of the Company, a customer could not combine its 800 Access Service traffic with its other trunk side Switched Access Service, no charge will apply to combine these trunk groups when it becomes technically possible.
- For all other changes, including the addition of, or modifications to, optional features a charge equal to the Switched Transport nonrecurring (i.e., installation) charge will apply. When an optional feature is not required on each transmission path, but rather for an entire transmission path group,

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2. Switched Access Service (Cont'd)2.5 Rate Regulations (Cont'd)2.5.1 Description of Rates and Charges (Cont'd)(E) Nonrecurring Charges (Cont'd)(1) Service Rearrangements (Cont'd)

an end office or an access tandem switch, only one such charge will apply (i.e., it will not apply per transmission path). When the CCSAC option is elected, the customer may add Calling Party Number (CPN), Charge Number (CN), and Carrier Selection Parameter (CSP) at no additional charge if these features are specified at the time the CCSAC option is ordered for existing switched access trunks.

- In compliance with FCC Docket No. 91-213 Report and Order, Adopted September 17, 1992, no Switched Transport nonrecurring charges will apply for service connection when an interexchange carrier converts trunks from tandem-switched transport to direct-trunked transport or from direct-trunked transport to tandem-switched transport, or for movement between Voice Grade, DS1 or DS3 facilities. The customer, however, must maintain the same Point of Termination (POT) location to receive the waiver. This waiving of Switched Transport nonrecurring charges remains in effect until six months from the effective date of the Local Transport Restructure tariff.

(2) Signaling for Tandem Switching

A nonrecurring charge as specified in 2.7.1 following applies when a TSP request signaling information for the provision of tandem switching. The nonrecurring signaling charge applies per CIC routed over a TSP's trunk group, by Telephone Company end office.

2. Switched Access Service (Cont'd)

2.5 Rate Regulations (Cont'd)

2.5.1 Description of Rates and Charges (Cont'd)

(F) Local Switching Ports

(1) Local Switching Common Port

The Local Switching Common Trunk Port minutes-of-use rate provides for the use of the shared end office trunk ports for termination of common transport trunks for tandem routed traffic.

(2) Local Switching Dedicated Trunk Port

The Local Switching Dedicated Trunk Port monthly rate provides for termination of a dedicated trunk in the end office port. The rate is assessed per trunk for all trunk side services, per analog or digital end office.

2.5.2 Minimum Periods

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

2.5.3 Minimum Monthly Charge

Switched Access Service is subject to a minimum monthly charge. The minimum charge applies for the total capacity provided. The minimum monthly charge consists of the following elements:

The minimum monthly charge for the Tandem-Switched Transmission and Tandem-Switching rate elements is the sum of the charges set forth in 2.7.1 following for the measured usage for the month.

The minimum monthly charge for Entrance Facilities and Direct-Trunked Transport rate elements is the sum of the charges set forth in 2.7.1 following.

2. Switched Access Service (Cont'd)

2.5 Rate Regulations (Cont'd)

2.5.4 Moves

A move involves a change in the physical location of one of the following:

- The point of termination at the customer's premises
- The customer's premises

The charges for the move are identical whether the move is to a new location within the same building or to a different building.

All Moves will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new services. The customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued services.

2.5.5 Measuring Access Minutes

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

For terminating calls over FGD, where the off-hook supervisory signal is provided by the customer's equipment the measured minutes are the chargeable access minutes.

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2. Switched Access Service (Cont'd)

2.5 Rate Regulations (Cont'd)

2.5.5 Measuring Access Minutes (Cont'd)

- Step 1: Obtain recorded originating minutes and messages (measured as set forth in (A) following for FGA where the off-hook supervisory signal is forwarded by the customer's equipment when the called party answers) from the appropriate recording data.
- Step 2: Obtain the total attempts by dividing the originating measured messages by the completion ratio. Completion ratios (CR) are obtained separately for the major call categories such as DDD, 800, directory assistance and international from a sample study which analyzes the ultimate completion status of the total attempts which receive acknowledgement from the customer. That is, Measured Messages divided by Completion Ratio equals Total Attempts.
- Step 3: Obtain the total non-conversation time additive (NCTA) by multiplying the total attempts (obtained in Step 2) by the NCTA per attempt ratio. The NCTA per attempt ratio is obtained from the sample study identified in Step 2 by measuring the non-conversation time associated with both completed and uncompleted attempts. The total NCTA is the time on a completed attempt from customer acknowledgment of receipt of call to called party answer (set up and ringing) plus the time on an uncompleted attempt from customer acknowledgement of call until the access tandem or end office receives a disconnect signal (ring - no answer, busy or network blockage). That is, Total Attempts times Non-Conversation Time per Attempt Ratio equals Total NCTA.
- Step 4: Obtain total chargeable originating access minutes by adding the total NCTA (obtained in Step 3) to the recorded originating measured minutes (obtained in Step 1). That is, Measured Minutes plus NCTA equals Chargeable Originating Access Minutes.

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2. Switched Access Service (Cont'd)

2.5 Rate Regulations (Cont'd)

2.5.5 Measuring Access Minutes (Cont'd)

Following is an example which illustrates how the chargeable originating access minutes are derived from the measured originating minutes using this formula.

Where: Measured Minutes (M. Min.) = 7,000
Measured Messages (M. Mes.) = 1,000
Completion Ratio (CR) = .75
NCTA per Attempt = .4

$$(1) \text{ Total Attempts} = \frac{1,000(\text{M. Mes.})}{.75 (\text{CR})} = 1,333.33$$

$$(2) \text{ Total NCTA} = .4 (\text{NCTA per Attempt}) \times 1,333.33 = 533.33$$

$$(3) \text{ Total Chargeable Originating Access Minutes} = 7,000(\text{M. Min}) + 533.33(\text{NCTA}) = 7,533.33$$

FGD access minutes or fractions thereof are accumulated over the billing period. The exact value of the fraction is a function of the switch technology where the measurement is made. FGD access minutes are accumulated for each end office.

When determining chargeable access minutes the accumulated access minutes or fractions thereof are rounded up to the nearest access minute.

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2. Switched Access Service (Cont'd)

2.5 Rate Regulations (Cont'd)

2.5.5 Measuring Access Minutes (Cont'd)

(A) Feature Group D Usage Measurement

For originating calls over FGD with multifrequency address signaling, usage measurement begins when the originating FGD entry switch receives the first wink supervisory signal forwarded from the customer's point of termination. For originating calls over FGD with CCSAC, usage measurement begins when the last point of switching sends the initial address message to the customer.

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

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

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

2. Switched Access Service (Cont'd)

2.5 Rate Regulations (Cont'd)

2.5.6 Network Blocking Charge for Feature Group D

The customer will be notified by the Company to increase its capacity (quantities of trunks) when excessive trunk group blocking occurs on groups carrying Feature Group D traffic and the measured access minutes for that hour exceed the capacity purchased. Excessive trunk group blocking occurs when the blocking thresholds stated below are exceeded. They are predicated on time consistent, hourly measurements over a 30 day period excluding Saturdays, Sundays and national holidays. If the order for additional capacity has not been received by the Company within 15 days of the notification, the Company will bill the customer, at the rate set forth in 3.7.1(F) following, for each overflow in excess of the blocking threshold when (1) the average "30 day period" overflow exceeds the threshold level for any particular hour and (2) the "30 day period" measured average originating or two-way usage for the same clock hour exceeds the capacity purchased.

Blocking Thresholds

| <u>Trunks in Service</u> | <u>1%</u> | <u>1/2%</u> |
|--------------------------|-----------|-------------|
| 1-2 | .070 | .045 |
| 3-4 | .050 | .035 |
| 5-6 | .040 | .025 |
| 7 or greater | .030 | .020 |

The 1% blocking threshold is for transmission paths carrying traffic direct (without an alternate route) between an end office and a customer's premises. The 1/2% blocking threshold is for transmission paths carrying first routed traffic between an end office and a customer's premises via an access tandem.

2. Switched Access Service (Cont'd)2.5 Rate Regulations (Cont'd)2.5.7 Mileage Measurement

The mileage to be used to determine monthly rates for Switched Transport rate elements is calculated on the airline distance between the end office switch where the call carried by Switched Transport originates or terminates and the customer's serving wire center, except as set forth in (A) through (H) following. The V&H coordinates method is used to determine mileage. This method is set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION TARIFF F.C.C. NO. 4 for Wire Center Information (V&H coordinates).

Exceptions to the mileage measurement rules are as follows:

- (A) When Switched Transport facilities of different capacities or bandwidths are interconnected by a multiplexer at a location other than the serving wire center, mileage is determined using the V&H coordinates method following:
 - (1) When only one multiplexer is involved, mileage for Direct-Trunked Transport is measured separately from the serving wire center to the hub where multiplexing occurs and then measured from the hub to the end office where the call is switched to originate or terminate.
 - (2) When more than one multiplexer is used, mileage for Direct-Trunked Transport is measured successively from the serving wire center to the first hub, from the first hub to the second hub and then from the second hub to the end office where the call is switched to originate or terminate.

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2. Switched Access Service (Cont'd)

2.5 Rate Regulations (Cont'd)

2.5.7 Mileage Measurement (Cont'd)

- (B) When Direct-Trunked Transport is provided to a Host/Remote arrangement, Direct-Trunked Transport rates apply and mileage is calculated using the V & H coordinate method between the customer's serving wire center and the Host office serving the Remote Office. When Tandem-Switched Transport is provided to a Host/Remote arrangement, Tandem-Switching Transmission rates and Tandem-Switched rates apply. Tandem-Switched Transport mileage is calculated using the V & H coordinate method between the customer's serving wire center and the Host office for both Direct-Trunked Transport and Tandem-Switched Transport to a Host/Remote arrangement, the Tandem-Switching Transmission rate will apply separately from the Host office to the Remote office. The Inter-connection charge will apply to both Direct and Tandem access minutes of use. Remote end offices are set forth in the National Exchange Carrier Association Tariff F.C.C. No. 4.
- (C) When Direct-Trunked Transport is provided for line side Switched Access Service both Direct-Trunked Transport and Tandem-Switched Transmission rates apply. Direct-Trunked Transport applies to both originating and terminating usage and mileage is calculated using the V&H Coordinates method between the customer's serving wire center and the end office switch where the dial tone for the line side Switched Access Service is provided. Tandem-Switched Transmission applies only to terminating usage and mileage is calculated using the V&H coordinate method between the dial tone office and the end office where the call is switched to terminate.

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2. Switched Access Service (Cont'd)

2.5 Rate Regulations (Cont'd)

2.5.7 Mileage Measurement (Cont'd)

- (D) The Alternate Traffic Routing optional feature is provided with Feature Group D to provide service from an end office to different customer premises locations. For Feature Group D traffic routed via an access tandem, such apportionment be made using standard Company traffic engineering methodology and will be based on the last trunk hundred call seconds desired for the high usage group, as described in 2.5.6 preceding, and the relative capacity ordered to the end office, when the feature is provided at an end office switch, or to the subtending end offices when the feature is provided at an access tandem switch. This apportionment will serve as the basis for the Switched Transport Tandem-Switching Transmission mileage calculation. The customer will be billed accordingly.

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2. Switched Access Service (Cont'd)2.5 Rate Regulations (Cont'd)2.5.8 Shared Use

Shared use occurs when Switched Access Service and Special Access Service, including CCSAC signaling connections, are provided over the same analog or digital high capacity facility through a common interface.

Shared Use facilities are ordered, provided and rated either as Switched Access or Special Access. Ordering, provisioning and rating of Special Access Shared Use facilities is set forth in Section 4 following. Ordering, provisioning and rating of Switched Access Shared Use facilities is as follows.

- (A) Switched Access facilities are ordered, provided and rated as Switched Access only in cases where the facility is used for Switched Access only. In the event that a Special Access circuit is added to a switched facility, the facility will then be provisioned as a special access facility.
- (B) Then ordered as Switched Access, the nonrecurring charges that apply when the Switched Access Shared Use facility is installed will be the nonrecurring charges associated with the Switched Access Transport being ordered.
- (C) The customer must place an order for each individual Switched or Special Access service using the Shared Use facility and must also specify the channel assignment for each service.
- (D) Then shared Use occurs and the facility becomes a Special Access facility, the monthly recurring rates for Special and Switched Access will be based upon the percentage of channels associated with each.

2. Switched Access Service (Cont'd)2.5 Rate Regulations (Cont'd)2.5.8 Shared Use (Cont'd)

- (E) When shared use of a facility occurs in a Host/Remote situation, the facility must route to the Host end office. The Company will continue to provide shared use to any end office so long as capabilities exist.
- (F) Channels being used in conjunction with CCSAC may be included as Shared Use. However, CCSAC signaling connections nonrecurring charges will not apply to the individual channels of the shared use facility.

2.5.9 Data Base Query

A Data Base Query charge as set forth in 2.7.2(A)(2) applies for each data base query that returns a valid carrier identification code that provides the appropriate routing information even if the call is not completed. The charge is assessed on a per query basis and may include an area of service which may range from a single NPA/MNX to an area consisting of all LATAs and NPAs in the state of Ohio. When additional routing options (i.e., alternate carrier(s) and/or alternate destination(s) identified based on criteria such as; time of day, day-of-week, specific dates, originating NPA-NXX, percent allocation, routing to a single carrier and destination from an area of service smaller than an area defined by an NPA-NXX) are performed, a Routing Options Capability charge as set forth in 2.7.2(A)(2) will also apply per query. The Database Query and Routing Capability Charge provides for the use of the Tandem Switching, Tandem Termination, and Tandem Transport facilities of the Company. The Company will not charge Carrier Common Line, Local End Office Switching, or End Office Port charges.

2.6 Ordering Service2.6.1 Contact Information

To order DS1 or DS3 service contact the following:

- Senior Director - Telecom Professional Services
513-397-9386
- Director of Operations
513-397-6385

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2. Switched Access Service (Cont'd)

2.7 Rates and Charges

2.7.1 Switched Transport

(A) Entrance Facilities

Recurring Charges-Optional Payment Plan

(1) Mercury 1.5 (DS1)

USOC Monthly \$ 135.00

EFYB1 36 Month 129.00

60 Month 122.21

Nonrecurring
Charges \$ 930.00

(2) Mercury 45 (DS3)

USOC Monthly
Rates \$1,500.00

EFYC1
Nonrecurring
Charges \$ 1,800.00

(B) Switched Transport

(1) Mercury 1.5 (DS1)

Monthly, Optional
Payment Plan

Mileage Bands

USOC Monthly Rates
Fixed Per Mile

Mileage Bands

1YTX1 \$ 75.00 \$ 25.00

(2) Mercury 45 (DS3)

1YTX1 \$ 900.00 \$ 180.00

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2. Switched Access Service (Cont'd)

2.7 Rates and Charges

2.7.1 Switched Transport (Cont'd)

(C) Tandem-Switched Transport

| | <u>USOC</u> | <u>Monthly Rates</u> |
|---|--------------------------|----------------------|
| (1) Tandem-Switched Transmission <u>Per MOU</u> | | \$ 0.000195 |
| | <u>Per MOU, Per Mile</u> | 0.000045 |
| (2) Tandem-Switching | | \$ 0.000983 |

| | <u>USOC</u> | <u>Monthly Rate</u> |
|---|-------------|---------------------|
| (3) Access Tandem Trunk Port Charge, Per Trunk | PT8UX | \$ 12.00 |

(D) Multiplexing (Including Tandem Multiplexers-End Office Side of Access Tandem) Monthly Rates

| | | |
|---|-------------------------------|-------------|
| (1) Mercury 45 (DS3) to Mercury 1.5 (DS1) | | |
| - Per Arrangement | MKW31 | \$ 500.00 |
| - Installation | | 555.00 |
| | <u>Rate Per Access Minute</u> | |
| (2) Tandem Multiplexing (EO Side of Access Tandem) | | \$ 0.000000 |

| | | |
|---------------------|--|----------------------------|
| (E) Installation | | <u>Nonrecurring Charge</u> |
| - Per Line or Trunk | | None |

| | <u>Rate Per Call Blocked</u> |
|-----------------------------|------------------------------|
| (F) Network Blocking Charge | \$ 0.014 |

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2. Switched Access Service (Cont'd)

2.7 Rates and Charges

2.7.1 Switched Transport (Continued))

(G) CCSAC Signaling Link and STP Port Termination Charges

| | <u>USOC</u> | <u>Monthly Rates</u> | <u>Nonrecurring Charge</u> |
|-------------------------|-------------|----------------------|----------------------------|
| 1) CCSAC Signaling Link | | | |
| a) Channel Termination* | | | |
| - per DS1 link | | \$ 135.00 | NONE |
| b) Channel Mileage** | | | |
| - per DS1 link | | | |
| <u>Mileage Band</u> | | | |
| 0 | Fixed | NONE | NONE |
| | Per Mile | NONE | NONE |
| Over 0 | Fixed | \$ 75.00 | NONE |
| | Per Mile | 25.00 | NONE |

Nonrecurring Charge

* One Channel Termination applies per CGSAC Signaling Link.

** Channel Mileage applies between Serving Wire Center and STP, but does not apply when mileage is zero.

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2. Switched Access Service (Cont'd)

2.7 Rates and Charges (Cont'd)

2.7.1 Switched Transport (Cont'd)

(H) Signaling for Tandem Switching

| | <u>USOC</u> | <u>Nonrecurring Charge</u> |
|--|-------------|----------------------------|
| per end office, per trunk group, per CIC | CF3TZ | \$1,200.00 |

(I) Carrier Identification Parameter (CIP)

| | <u>USOC</u> | <u>Monthly Rate</u> |
|-----------------|-------------|---------------------|
| per trunk group | U7CPG | \$ 0.46 |

Nonrecurring Charge

NONE

2.7.2 Local Switching

(A) Usage Sensitive Rates

| | <u>Rate Per Access Minute</u> |
|----------------------------------|-------------------------------|
| (1) Local Switching | \$ 0.0062120 |
| (A) Common Trunk Port, per trunk | 0.0015980 |

USOC Monthly Rate

| | | |
|-------------------------------------|-------|----------|
| (B) Dedicated Trunk Port, per trunk | PT8GX | \$ 12.00 |
|-------------------------------------|-------|----------|

| | <u>USOC</u> | <u>Monthly Rates</u> |
|--------------------------|-------------|----------------------|
| (C) STP Port Termination | PT85X | \$ 886.68 |

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2. Switched Access Service (Cont'd)

2.7 Rates and Charges (Cont'd)

2.7.2 Local Switching (Cont'd)

(A) Usage Sensitive Rates

| | <u>USOC</u> | <u>Rate Per Query</u> |
|-------------------------------------|-------------|---------------------------|
| 800 Access Service | | |
| Data Base Query Charge per query | 8QRY | \$ 0.0067 |

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3. Special Access Service

3.1 General

Special Access provides a transmission path to connect customer designated premises.

3.1.1 Rate Categories

There are three basic rate categories which apply to Special Access Service:

- Channel Terminations (described in 3.4.1(A) following)
- Channel Mileage (described in 3.4.1(B) following)
- Optional Features and Functions (described in 3.4.1(C) following)

(A) Channel Termination

The Channel Termination rate category provides for the communications path between a Customer-designated premises and the Serving Wire Center of that premises. Included as part of the Channel Termination is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the access service is to be connected at the Point of Termination (POT) and the type of signaling capability itself is provided as an optional feature as set forth in (C) following. One Channel Termination charge applies per is terminated. This charge will apply even if the Customer-designated premises and the Serving Wire Center are located in the same Company building.

(B) Channel Mileage

The Channel Mileage rate category provides for the transmission facilities between the serving wire centers associated with two customer designated premises, between a serving wire center associated with a customer designed premises and a Telephone Company hubs. There are two rates that apply for each band, i.e., a flat rate per band and a rate per mile.

3. Special Access Service (Cont'd)

3.1 General (Cont'd)

3.1.1 Rate Categories (Cont'd)

(C) Optional Features and Functions

The Optional Features and Functions rate category provides for optional features and functions which may be added to a Special Access Service to improve its quality or utility to meet specific communications requirements. These are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics which may be obtained. These characteristics may be obtained by using various combinations of equipment. Although the equipment necessary to perform a specified function may be installed at various locations along the path of the service, they will be charges for as a single rate element.

3.2 Service Descriptions

3.2.1 High Capacity Service*

A High Capacity channel is a channel for the transmission of nominal 1.544 or 474.736 Mbps isochronous serial data. The actual bit rate and framing format is a function of the channel interface selected by the customer.

3.3 Ordering Service

3.3.1 Contact Information

To order DS1 Or DS3 service contact the following:

- Senior Director - Telecom Professional Services
513-397-9386
- Director of Operations
513-397-6385

* Where available.

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3. Special Access Service (Cont'd)

3.4 Rate and Charges (Cont'd)

3.4.1 High Capacity Service*

| | <u>USOC</u> | <u>Monthly Rates</u> | <u>Nonrecurring Charges</u> |
|---|-------------|----------------------|-----------------------------|
| (A) Channel Termination | | | |
| - DS1 | TZGA1 | \$ 293.06 | \$ 355.00 |
| - DS3 | TZGB1 | 3,025.00 | 1.00 |
| (B) Mileage | | | |
| | | <u>Fixed</u> | |
| - DS1 | 1YBA1 | \$ 55.00 | NONE |
| - DS3 | 1YBB1 | 825.00 | NONE |
| | | <u>Per Mile</u> | |
| - DS1 | 1YBA1 | \$ 27.37 | NONE |
| - DS3 | 1YBB1 | 155.03 | NONE |
| (C) Optional Features and Functions | | | |
| (1) Multiplexing | | | |
| DS3 to DS1 | | | |
| - Per arrangement | | | |
| | QM3X1 | \$ 755.00 | NONE |
| (2) Cross-Connection to ILEC Facilities | | | |
| - DS1 | CX1CX | NONE | NONE |
| - DS3 | CX3CX | NONE | NONE |

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