

Cincinnati Bell Extended Territories LLC
d/b/a altafiber connected services

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL AND INTEREXCHANGE COMMUNICATIONS SERVICES WITHIN
THE DISTRICT OF COLUMBIA

Applicable in The District of Columbia

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EXPLANATION OF SYMBOLS

- (C)** Indicates Changed Regulation
- (D)** Indicates Discontinued Rate or Regulation
- (I)** Indicates Rate Increase
- (M)** Indicates Move in Location of Text
- (N)** Indicates New Rate or Regulation
- (R)** Indicates Rate Reduction
- (T)** Indicates Change of Text Only

TARIFF FORMAT

- A. Leaf Numbering** - Leaf numbers appear in the upper right corner of the Leaf and are numbered sequentially. However, new Leafs are occasionally added to the tariff. When a new Leaf is added between Leafs already in effect, a number is added. For example, a Leaf added between Leaf 14 and 15 would be 14.1
- B. Leaf Revision Numbers** - Revision numbers also appear in the upper right corner of each Leaf. These numbers are used to determine the most current Leaf version on file with the NYDPS. For example, the 4th Revised Leaf 14 cancels the 3rd Revised Leaf 14. Because of various suspension periods, deferrals, etc. the NYDPS follows in its tariff approval process, the most current Leaf number on file with the NYDPS is not always the tariff Leaf in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate local and interexchange communications services by Cincinnati Bell Extended Territories LLC d/b/a altafiber connected services, hereinafter referred to as the Company, to Customers within the District of Columbia. Services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the Public Service Commission of the District of Columbia. In addition, this tariff is available for review at the main office of Cincinnati Bell Extended Territories LLC d/b/a altafiber connected services at 221 E. 4th Street, Cincinnati, OH 45202.

CONTACTING THE PUBLIC SERVICE COMMISSION

In the case of a dispute between the Customer and the Company which cannot be resolved with mutual satisfaction, the Customer may file a complaint by contacting the Public Service Commission of the District of Columbia by phone, online or by mail.

1. By Phone:

Helpline (for complaints/inquiries):
202-626-5120 for Continental United States or,
202-393-1389 for fax

2. Online:

<https://dcpsc.org/Consumers-Corner/Utility-Bills-Complaints-and-Service-Providers/Utility-Consumer-Complaints-Mediation-Inquiries.aspx> or,

3. By Mail:

Public Service Commission of the District of Columbia
1325 G Street N.W. Suite 800
Washington, D.C. 20005

SECTION 1 - DEFINITIONS

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

Authorized User - A person, corporation or other entity that is authorized by the Company Customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Cincinnati Bell Extended Territories LLC d/b/a altafiber connected services - Cincinnati Bell Extended Territories LLC d/b/a altafiber connected services, issuer of this tariff.

Common Carrier - An authorized company or entity providing telecommunications services to the public

Company - Cincinnati Bell Extended Territories LLC d/b/a altafiber connected services, the issuer of this tariff.

Customer - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Premises - A location, or equipment, designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment - Terminal equipment provided by the Customer.

SECTION 1 – DEFINITIONS (CONT'D.)

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company network. Presubscribed Customers may also route interexchange calls to the Company network by dialing an access code supplied by the Company.

Exchange Telephone Company or Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

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.

IXC or Interexchange Carrier - A long distance telecommunications services provider.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

SECTION 1 – DEFINITIONS (CONT'D.)

Joint User - A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

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

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

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.

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

MOU - Minutes of Use.

Non-Recurring Charge (“NRC”) - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

SECTION 1 – DEFINITIONS (CONT'D.)

Point of Presence (“POP”) - The Point of Presence.

Premises - The space or equipment occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

Recurring Charges - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

Service(s) - Local Exchange Service. Includes services and facilities provided for the origination or termination of any telecommunication regardless of the technology used in transmission. This includes, but is not limited to, local exchange, long distance, and data communications services that may use TDM, Internet Protocol (“IP”) or other technology.

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

Service Order - The written or verbal request for Company services by the Customer and the Company in the format devised by the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

SECTION 1 – DEFINITIONS (CONT'D.)

Subscriber - The person, firm, partnership, corporation, or other entity that orders telecommunications service from the Company. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an end user places a call utilizing the services of the Company.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment provisioned at a Company location.

Usage Charges - Charges for minutes or messages traversing over local exchange facilities.

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

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the District of Columbia.

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

The Company arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service arrangement.

2.1.2 Shortage of Equipment or Facilities

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

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions

- A.** Service is provided on the basis of a minimum period of at least thirty days (30), 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.
- B.** Except as otherwise stated in the tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company to provide service.
- C.** At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis, unless otherwise specified by the written Service Order, at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D.** Service may be terminated by Company upon written notice to the Customer if:

 - 1. the Customer is using the service in violation of this tariff;
 - 2. the Customer is using the service in violation of the law, or
 - 3. the Customer is in violation of written Service Order terms.
- E.** This tariff shall be interpreted and governed by the laws of the District of Columbia.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions (Cont'd.)

- F.** Any other telephone company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

- G.** To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability

- A.** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.9.
- B.** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.9, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

- D.** The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of the Company's facilities and services;
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 5. Breach in the privacy or security of communications transmitted over the Company's facilities;

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

D. (Cont'd.)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company liability is limited as set forth in Section 2.1.4.A.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Company facilities;
9. Any non-completion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of Company services or facilities.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

- E.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F.** The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G.** Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.
- H.** Directory Errors - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

I. With respect to Emergency Number 911 Service:

1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, of (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.

2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

I. With respect to Emergency Number 911 Service (Cont'd.)

3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

2.1.5 Notification of Service-Affecting Activities

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

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- A.** The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provision of Equipment and Facilities (Cont'd.)

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. the reception of signals by Customer-provided equipment.

2.1.7 Non-routine Installation

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

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this rate sheet remains in the Company, its partners, agents, contractors or suppliers.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.2 Prohibited Uses

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Department regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers that cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A. the payment of all applicable charges pursuant to this tariff and written Service Orders;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.1 General (Cont'd.)

- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G.** not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.2 Liability of the Customer

- A.** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate sheet of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C.** The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this rate sheet including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this rate sheet is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

Local Exchange Service includes services and facilities provided for the origination or termination of any telecommunication regardless of the technology used in transmission. This includes, but is not limited to, local exchange, long distance, and data communications services that may use TDM, Internet Protocol (“IP”) or other technology. Company services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with Company equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A.** Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

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

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.3 Interconnection of Facilities

- A.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B.** Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C.** Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.4 Inspections

- A.** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B.** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company net income) imposed on or based upon the provision, sale or use of network services.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

2.5.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- A.** Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- B.** The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date unless otherwise agreed to in advance. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.2 Billing and Collection of Charges (Cont'd.)

- C.** When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E.** If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, by the due date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5% or the highest allowable by law. Late payment charges do not apply to government agencies of the District of Columbia. These agencies are required to make payment in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984).
- F.** Customers will be assessed a charge, as set forth in the Current Rates section of this Tariff, for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- G.** If service is disconnected by the Company in accordance with Section 2.6 following and later restored, restoration of service will be subject to all applicable installation charges. Service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.3 Disputed Bills

- A.** In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 30 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B.** Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Public Service Commission of the District of Columbia 1325 G Street N.W., Suite 800 Washington, D.C. 20005.
- C.** If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- D.** If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, payment is due within 5 days of notice of resolution or late fees and penalties will apply.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.4 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 Commission for the period during which the deposit is held. Such deposit will be refunded or credited to the Customer upon termination or after one year of prompt payment for service.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.6 Discontinuance of Service

2.6.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer will be billed a Connection Charge as well as any payment due and any applicable deposits upon reconnection.

- A.** Termination shall not be made until at least 20 days after written notification has been mailed to the billing address of the Customer.

- B.** Suspension will not be made until at least 8 days after written notification has been mailed to the Customer and 20 days before the termination notice.

Telephone service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday and between the hours of 8:00 AM and 3:00 PM on Friday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 2nd.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.6 Discontinuance of Service (Cont'd.)

2.6.2 Exceptions to Suspension and Termination

Telephone service shall not be suspended or terminated for:

- A.** Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;
- B.** Nonpayment for service for which a bill has not been rendered;
- C.** Nonpayment for services that have not been rendered;
- D.** Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures are in accordance with the Department of Public Service Rules and Regulations contained in **Part 609 of 16 NYCRR**.

Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

- E.** Nonpayment of backbilled amounts.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.6 Discontinuance of Service (Cont'd.)

2.6.3 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- A.** The Company has verified, in a manner approved by the Department of Public Service, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and

- B.** The Company has checked the Customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the Customer's account as of the opening of business on that day.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.6 Discontinuance of Service (Cont'd.)

2.6.4 Termination for Cause Other Than Nonpayment

A. General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.6 Discontinuance of Service (Cont'd.)

2.6.4 Termination for Cause Other Than Nonpayment (Cont'd.)

B. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of Tariff charges;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;
4. The use of the service in such a manner such that it interferes with the service of other Customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a Customer's line, thereby interfering with the Customer's use of the service;
6. Permitting fraudulent use.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.6 Discontinuance of Service (Cont'd.)

2.6.4 Termination for Cause Other Than Nonpayment (Cont'd.)

C. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.

2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:
 - No charge shall apply for the period during which service had been terminated, and

 - Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

D. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.6 Discontinuance of Service (Cont'd.)

2.6.5 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.7 Cancellation of Application for Service

- 2.7.1** Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.7.2** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- 2.7.3** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 2.7.4** The special charges described in 2.7.3 will be calculated and applied on a case-by-case basis.

2.8 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.9 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.

For the purpose of applying this provision, 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, whereby 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.

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.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.10 Use of Customer's Service by Others

2.10.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.11 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.9.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below unless otherwise stated in written Service Order. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.11.1 Termination Liability

The Customer's termination liability for cancellation of service shall be equal to:

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

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.12 Cancellation by Customer

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.13 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- to any subsidiary, parent company or affiliate of the Company; or
- pursuant to any sale or transfer of substantially all the assets of the Company; or
- pursuant to any financing, merger or reorganization of the Company.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.14 Customer Liability for Fraud and Unauthorized Use of the Network

Fraud and unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains Company services provided under this or other Company tariff(s).

It is the exclusive responsibility of the Customer to prevent the occurrence of fraud, and Customer is responsible for payment of any charges incurred due to fraud (including Toll Fraud, the theft of long distance service), abuse, or misuse of the Services, whether known or unknown to Customer, and whether or not the Company takes any actions to stop or block unauthorized or fraudulent use of service.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.15 Notices and Communications

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

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.16 Taxes, Fees and Surcharges

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access, or other local, state, and federal taxes, charges or surcharges (however designated) excluding taxes on the net income of the Company, imposed on or based upon the provision, sale, or use of services. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions.

2.16.1 Surcharge for State Gross Income and Gross Earnings Taxes

A monthly surcharge to recover the additional expense related to the State Gross Income and Gross Earnings Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges and rates for local coin calls. The applicable Gross Revenue Surcharge rates are shown in the Rate Schedule at the end of this tariff. Any changes to these rates will be filed on 15 days' notice to Customers and the Department, and as directed by the Department. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such a tax, the Department may approve new surcharge factors, and the Company will file a revised rate schedule as directed or approved by the Department.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.16 Taxes, Fees and Surcharges (Cont'd.)

2.16.2 Village or Municipal Surcharge on Local Utility Gross Revenue Taxes

In certain cities and villages, a municipal surcharge related to the Local Utility Gross Revenue Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges and rates for local coin calls. The percentage rate of the surcharge in each locality where such a surcharge applies is listed in the Rate Schedule at the end of this tariff.

The surcharge rate schedule shall be filed at least fifteen business days before the effective date. The effective date of the rate schedule shall not be prior to the effective date of the surcharge and no sooner than the date when the tax enactment is filed with the Secretary of State. The surcharge shall be applicable to bills subject to the tax enactment that are rendered on or after the effective date of the rate schedule. If the tax enactment either ceases to be effective or is modified so as to reduce the tax rate, the surcharge will be changed accordingly within 5 business days.

Introduction, cancellation, or modification of a surcharge will be effective on the date of the Customer's first bill rendered after the effective date of the change.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.17 Miscellaneous Provisions

2.17.1 Telephone Number Changes

Whenever any Customer telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

2.17.2 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Department rules shall be kept on file in the office of the Company as required under Department rules.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.18 Additional Provisions Applicable to Business Customers

2.18.1 Application of Rates

- A.** Business rates apply to service furnished:
1. In office buildings, stores, factories and all other places of a business nature;
 2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the Customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
 3. At any location when the listing or public advertising indicates a business or a profession;
 4. At any location where the service includes an extension that is at a location where business rates apply unless the extension is restricted to incoming calls;
 5. At any location where the Customer resells or shares exchange service;
- B.** The use of business facilities and service is restricted to the Customer, Customers, agents and representatives of the Customer, and joint users.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.18 Additional Provisions Applicable to Business Customers (Cont'd.)

2.18.2 Telephone Number Changes

When a business Customer requests a telephone number change, the referral period for the disconnected number is 180 days.

The Company reserves all rights to the telephone numbers assigned to any Customer.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

Deposits will be returned to a business Customer upon cancellation of service or after one year, whichever event occurs first, unless the Customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the Customer.

2.18.3 Dishonored Checks

If a business Customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

2.18.4 Deposits

Deposits will be returned to a business Customer upon cancellation of service or after one year, whichever event occurs first, unless the customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the business Customer.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.19 Automatic Number Identification

2.19.1 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- A.** The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- B.** The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- C.** The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.19 Automatic Number Identification (Cont'd.)

2.19.1 Regulations (Cont'd.)

- D.** The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- E.** Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Department's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Department receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Department determines that there have been three or more separate violations in a 24-month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Department.

2.19.2 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Department prosecution of penalty and enforcement proceedings pursuant to Section 24, 25 and 26 of the Public Service Law.

SECTION 3 - SERVICE AREAS

3.1 Local Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment.

SECTION 4 – LOCAL EXCHANGE SERVICES

4.1 Business Access Lines

4.1.1 General

Business Access Lines may be purchased individually.

4.1.2 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.

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

4.1.3 Minimum/Maximum Rates and Charges

Monthly Rate

	<u>Min</u>	<u>Max</u>
First Lines	\$24.88	\$60.00
Additional Lines, All Accounts	\$24.88	\$60.00

Nonrecurring Rate

To establish or move a Business Access Line, per line	\$25.00	\$100.00
To change telephone number associated with a Business Access Line, per telephone number	\$6.13	\$25.00
To change billing arrangements associated with Business Access Lines, per line	\$6.13	\$25.00

SECTION 4 - LOCAL EXCHANGE SERVICE, (CONT'D.)

4.2 Business Local Service Bundles

4.2.1 General

Business Local Service Bundles provide a flat rate line, in combination with value added services. Subscriber may select any or all of the features in a bundle, where available. The Customer must specify which features to include in the bundle at the time the order is placed. These bundles provide unlimited use of the optional features selected by the Customer to include in the bundle.

4.2.2 Regulations

- A.** Features associated with an individual Local Service bundle are per line. Features cannot be split between lines.
- B.** All charges (such as E-911 Service, taxes and other surcharges) normally associated with a flat rate line will be billed in addition to the Business Local Service Bundle charges.
- C.** The nonrecurring charge associated with the Business Bundle applies when a customer installs new service, moves to a new address or changes the telephone number associated with the Business Bundle.

SECTION 4 - LOCAL EXCHANGE SERVICE, (CONT'D.)

4.2 Business Local Service Bundle, (Cont'd.)

4.2.3 Service Description

Customers subscribing to the Business Local Service bundle may subscribe to any or all of the following features where available.

- A. Call Waiting - allows a customer to control the treatment applied to incoming calls while the customer is off-hook on an existing call. While on an existing call, Call Waiting Deluxe notifies the customer of an incoming call with the call waiting tone.
- B. Calling Name and Number - provides for the delivery of the listed name and telephone number associated with the calling party telephone number on incoming calls. This information is provided to the subscriber to Calling Name and Number service so that the information may be displayed on a customer-provided display device attached to the subscriber's line or telephone set.
- C. Voice Mail Support Package - provides the combination of the Call Forwarding Busy, Call Forwarding Don't Answer, and Message Waiting Indicator services.
- D. Hunting - is the process by which two or more exchange service lines, served from the same central office and furnished to the same customer, are grouped so that incoming calls overflow to the first non-busy line if the called line is busy. A busy signal is not given unless all the grouped lines are busy.

4.2.4 Minimum/Maximum Rates and Charges

	<u>Min</u>	<u>Max</u>
Monthly Charge:	\$34.98	\$80.00
Nonrecurring Charge:	\$30.00	\$70.00

SECTION 4 - LOCAL EXCHANGE SERVICE, (CONT'D.)

4.3 Primary Rate Interface (PRI) Service

4.3.1 Service Description

Primary Rate Interface (PRI) Service is an ISDN local exchange service that provides a Customer with the ability to transmit and receive multiple voice and data circuit switched calls simultaneously over a single Primary Rate Facility. PRI Service is available from suitably equipped central offices and where suitable loop facilities exist.

PRI Service consists of a Primary Rate Facility and B-Channel Bearer Trunks and D-Channel Bearer Services. The Primary Rate Facility and the ISDN Bearer Trunks are not offered separately. Up to twenty-three B-Channels Bearer Trunks and one D-Channel Bearer Service may be provisioned on each access line. In addition, optional features may be purchased as specified in 4.3.4 of this section.

PRI Service will provide transport of customer information over the 23 available B channels in the form of circuit-switched voice or data at speeds up to 64 Kbps. The basic service will include the 1.544 Mbps switched facility and the D-Channel Bearer Service. B-Channels will be ordered in addition to the Primary Rate Facility.

Dedicated B-Channel configuration: Dedicated trunk groups are the standard feature for PRI Service. Dedicated trunk groups must be assigned to handle one specific call type (examples: DID, DOD).

Three types of B-Channel Bearer Trunk Channels are available as follows.

Standard channels provide the same features as analog trunk lines found in the Local Exchange Services section of this Nonresidence Service Agreement.

DID channels provide direct inward dialing service.

Two Way DID channels provide capability for two way standard service and direct inward dialing service.

D-Channel configuration: Each Basic PRI service will include a dedicated D-Channel for signaling.

All Bearer Trunk Channels use Medium Frequency (MF) or Dual Tone Multi Frequency (DTMF) signaling.

Only flat rate trunk channels are available.

SECTION 4 - LOCAL EXCHANGE SERVICE, (CONT'D.)

4.3 Primary Rate Interface (PRI) Service, (Cont'd.)

4.3.2 Definitions

A. Primary Rate Facility

A Primary Rate Facility is a digital pipe from the Customer's location to the Company central office which transports one or more ISDN Bearer Trunks (B. and C. following). A Primary Rate Facility can carry up to twenty-three 64 Kbps B-Channel Bearer Trunks and one 64 Kbps D-Channel Bearer Service. All selected Bearer Trunks and Services can operate on the Primary Rate Facility simultaneously.

B. B-Channel Bearer Trunks

B-Channel Bearer Trunks define the types of traffic that the Primary Rate Facility will carry. A B-Channel Bearer Trunk is a 64 Kbps information channel used in conjunction with circuit-switched service. These trunks can be configured as 1-Way In, 1-Way Out, or 2-Way.

C. D-Channel Bearer Services

The D-Channel Bearer Service is a 64 Kbps signaling channel used to control associated B Channels. One D-Channel is required for each Primary Rate Facility and is included in the Primary Rate Facility's monthly rate.

SECTION 4 - LOCAL EXCHANGE SERVICE, (CONT'D.)

4.3 Primary Rate Interface (PRI) Service, (Cont'd.)

4.3.3 Regulations

PRI Service is furnished subject to the availability of suitable facilities and is only served from specially-equipped digital central offices.

Service from some central offices may not provide all of the features and functionality described in this section.

The minimum service period for PRI Service is twelve months.

The Customer must provide customer premises equipment that meets the technical requirements of the serving central office.

The Customer is responsible for providing power to all customer premises equipment (CPE) attached to the Primary Rate Facility.

The Customer must notify the Company when call type maximums and minimums are to be changed for the call-by-call feature. This is in order to maintain the proper provision of directory numbers and call control on the line.

Customers wishing to upgrade existing analog trunk service to PRI Service will be charged the listed initial charges for the appropriate number of Primary Rate Facilities and will have to convert to the PRI Service DID rate structure. Initial charges on B-Channel Bearer Trunk Channels are waived for the existing analog trunks that are moved to PRI Service. Any new channels added at the time of conversion to PRI Service will incur initial charges.

When a customer transfers a call, the customer is responsible for any toll charges associated with the customer originated leg(s) of the call.

One 911 charge, as set by the Public Safety Answering Point, is applied to each outgoing and 2-way B-Channel Bearer Trunk (per channel).

SECTION 4 - LOCAL EXCHANGE SERVICE, (CONT'D.)

4.3 Primary Rate Interface (PRI) Service, (Cont'd.)

4.3.4 PRI Service Optional Features

The following features are available to PRI Service customers at additional cost.

A. Call-By-Call Service Selection

This feature provides the option for B-Channels to be assigned into a flexible trunk group which can support different call types based on real-time traffic needs. Call-By-Call service selection also allows primary as well as secondary long-distance carriers to be established for the entire trunk group (e.g., Alternate Routing Arrangement).

B. Individual Calling Line Identification (ICLID)

This feature provides customer access to the calling party's number. Feature operation is dependent on customer premise equipment and technology in use at the calling party's serving office. (Similar to the Caller ID feature available on access lines.)

C. Direct Inward Dialing (DID)

This feature provides Direct Inward Dialing to a station. DID Termination rates will apply per B-Channel configured with this option. ISDN Primary Rate Interface Service DID Number Blocks are ordered with DID Terminations on the B-Channels.

D. Back-up D-Channel

This feature provides a minimum of three or more Primary Rate Interface Service facilities terminating at the same customer premises to share one primary and one secondary (or Back-up) D-Channel. The number of Primary Rate Interface Service facilities that can be shared by this feature will be based upon the availability of central office and other network facilities and will be subject to change on a central office by central office basis.

SECTION 4 - LOCAL EXCHANGE SERVICE, (CONT'D.)
4.3 Primary Rate Interface (PRI) Service, (Cont'd.)**4.3.4 PRI Service Optional Features, (Cont'd.)****E. Channel Transfer Service**

This feature allows the customer to transfer an incoming call to another line and then hang up leaving the other two parties on a two-way call and freeing up the customer's line for another call. The customer will be responsible for toll charges associated with the transferred call. This feature is for digital channels only and is not intended for Integrated Prime Advantage channels used to transport analog, local exchange service.

4.3.5 Minimum/Maximum Rates and Charges**A. Base Service**

	<u>Initial Charge</u>		<u>MTM</u>	
	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
Primary Rate Facility	\$320.00	\$700.00	\$280.61	\$600.00
B-Channel Bearer Trunks with Flat Rate Service: Each Two-Way/ DID Channel	\$10.50	\$30.00	\$28.63	\$60.00
DID Number Blocks: Each group of 20 DID Numbers (Note 1)	\$103.70	\$350.00	\$2.08	\$10.00

Note 1: If multiple DID number blocks are purchased at the same time, Initial Charge applies to the first group of DID numbers only.

SECTION 4 - LOCAL EXCHANGE SERVICE, (CONT'D.)

4.3 Primary Rate Interface (PRI) Service, (Cont'd.)

4.3.5 Minimum/Maximum Rates and Charges, (Cont'd.)

B. Optional Features

	<u>Initial Charge</u>		<u>MTM</u>	
	Min	Max	Min	Max
Call-By-Call	\$75.00	\$200.00	\$57.50	\$120.00
ICLID	\$50.00	\$200.00	\$57.50	\$120.00
Call-By-Call and ICLID Combination	\$100.00	\$300.00	\$100.00	\$250.00
Back-Up D-Channel	\$50.00	\$150.00	\$25.00	\$190.00
Channel Transfer Service	\$50.00	\$200.00	\$57.50	\$120.00

SECTION 5 - SPECIAL SERVICES AND PROGRAMS

5.1 Special Equipment for the Hearing or Speech Impaired Customer

- 5.1.1** The Company will provide, upon request, specialized telecommunications equipment for a Customer certified as hearing or speech impaired.
- 5.1.2** A Customer can be certified as hearing or speech impaired by a licensed physician, otolaryngologist, speech-language pathologist, audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairments in cooperation with an official agency of the District of Columbia.
- 5.1.3** The Company will make every reasonable effort to locate and obtain equipment for a certified Customer.
- 5.1.4** The Customer may purchase equipment at a price not to exceed the actual purchase price (including any applicable shipping costs) the Company pays.
- 5.1.5** The Company will also advise the Customer who requests this equipment of the applicable terms for purchase.

SECTION 5 - SPECIAL SERVICES AND PROGRAMS (CONT'D.)

5.2 Discounted Service For The Hearing Or Speech Impaired Customer

5.2.1 General

A handicapped person who has been certified to the Company as having a hearing or speech impairment which requires that he or she communicate over telephone facilities by means other than voice, and who either use non-voice equipment or make calls through an interpreter, will receive, upon application to the Company, a 50% discount on local message rate service.

5.2.2 Certification

Acceptable certifications are:

- A. Those made by a licensed physician, otolaryngologist, speech-language pathologist or audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairment in cooperation with an official agency of the District of Columbia, or
- B. A pre-existing certification establishing the impairment of hearing or speech such as those which qualify the handicapped person for social security benefits on the basis of total hearing impairment or for the use of facilities of an agency for a person with hearing or speech impairment.

5.2.3 Qualification

A customer qualifying for the discount is one whose impairment is such that competent authority would certify him or her as being unable to use a telephone for voice communication. See Section 11, "Handicapped Person," for a listing of the necessary qualifications.

5.2.4 Billing

The reduction in charges is applied only at one location, designated by the impaired person.

SECTION 5 - SPECIAL SERVICES AND PROGRAMS (CONT'D.)

5.3 Universal Emergency Telephone Number Service

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

SECTION 5 - SPECIAL SERVICES AND PROGRAMS (CONT'D.)

5.4 District of Columbia Relay Service

5.4.1 General

The Company will provide access to a telephone relay center for District of Columbia Telecommunications Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired customers to use.

5.4.2 Regulations

- A. Only intrastate calls can be completed using the District of Columbia Telecommunications Relay Service under the terms and conditions of this tariff.
- B. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- C. Calls through the Relay Service may be billed to a third number only if that number is within the District of Columbia. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.

SECTION 5 - SPECIAL SERVICES AND PROGRAMS (CONT'D.)

5.4 District of Columbia Relay Service (Cont'd.)

5.4.2 Regulations (Cont'd.)

- D.** The following calls may not be placed through the Relay Service:
1. calls to informational recordings and group bridging service;
 2. calls to time or weather recorded messages;
 3. station sent paid calls from coin telephones; and
 4. operator-handled conference service and other teleconference calls.

5.4.3 Liability

The Company contracts with an outside provider for the provision of this service. The outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the customer or by any other person, for any loss or destruction of any property, whatsoever whether covered by the customer or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

SECTION 6.0 - SPECIAL ARRANGEMENTS

6.1 Non-Routine Installation and/or Maintenance

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

PRICE LIST

Section 2.0 – Rules and Regulations

2.5.2.F Returned Check Charge

Charge per Returned Check	\$20.00
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PRICE LIST (CONT'D.)

Section 4 – Local Exchange Service

4.1 Business Access Lines

4.1.3 Monthly Rate

First Lines \$49.75

Additional Lines, All Accounts \$49.75

Nonrecurring Rate

To establish or move a 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

4.2 Business Local Service Bundles

4.2.4 Monthly Charge: \$69.95

Nonrecurring Charge: \$60.00

PRICE LIST (CONT'D.)

4.3 Primary Rate Interface (PRI) Service

4.3.5.A. Base Service

	<u>Initial Charge</u>	<u>MTM</u>
Primary Rate Facility	\$640.00	\$561.21
B-Channel Bearer Trunks with Flat Rate Service: Each Two-Way/ DID Channel	\$21.00	\$57.25
DID Number Blocks: Each group of 20 DID Numbers (Note 1)	\$207.40	\$4.15

4.3.5.B. Optional Features

	<u>Initial Charge</u>	<u>MTM</u>
Call-By-Call	\$150.00	\$115.00
ICLID	\$100.00	\$115.00
Call-By-Call and ICLID Combination	\$200.00	\$200.00
Back-Up D-Channel	\$100.00	\$50.00
Channel Transfer Service	\$100.00	\$115.00

Note 1: If multiple DID number blocks are purchased at the same time, Initial Charge applies to the first group of DID numbers only.

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