

CBTS Technology Solutions LLC
NY PSC No. 1 - Telephone
Effective Date: February 10, 2018

Leaf 1
Revision 0
Superseding Revision

This tariff, New York PSC No. 1 - Telephone, issued by CBTS Technology Solutions LLC replaces in its entirety New York PSC No. 1 - Telephone issued by Cincinnati Bell Any Distance Inc., currently on file with the Commission.

CBTS Technology Solutions LLC
RESALE INTEREXCHANGE TELECOMMUNICATIONS
SERVICE TARIFF

Issued by: Ted Heckmann, Senior Director Regulatory & Government Affairs
221 E. Fourth St., 103-1080
Cincinnati, Ohio 45202

NY11801

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SYMBOLS

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

- C - To signify changed regulation.
- D - To signify discontinued rate or regulation.
- I - To signify increased rate.
- M - To signify a move in the location of text.
- N - To signify new rate or regulation.
- R - To signify reduced rate.
- S - To signify reissued rate or regulation.
- T - To signify a change in text but not change in rate or regulation.

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 New York State Department of Public Service by phone, online or by mail.

1. By Phone:

Helpline (for complaints/inquiries):

1-800-342-3377 for Continental United States or,

1-800-662-1220 for Hearing/Speech Impaired: TDD or, 518-472-8502 for fax

2. Online: <http://www.dps.ny.gov/complaints.html> or,

3. By Mail:

NYS Department of Public Service

Office of Consumer Services

3 Empire State Plaza

Albany, NY 12223-1350

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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. Because of various suspension periods, deferrals, etc. the NYDPS follows in its tariff approval process, the most current leaf number on file with the Department 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).

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 Definitions

Application for Service - a standard order form which includes all pertinent billing, technical and other descriptive information which will enable the carrier to provide the communication service.

Authorization Code - a numerical code, one or more of which are assigned to a customer to enable a reseller to identify use of service on its account and to bill the customer accordingly for such service. Multiple authorization codes may be assigned to a customer to identify individual users or groups of users on its account.

Authorized User - a person, firm, corporation or other entity authorized by the customer to receive or send communications.

Automatic Dialing Device - an apparatus provided by the carrier which, when attached to customer's telephone equipment, dials the carrier's facilities, emits an authorization code, and forwards the called number to the carrier's facilities.

Bandwidth - the total frequency band allocated for a channel.

Busy Hour - the two consecutive half hours during which the greatest volume of traffic is handled.

Cancellation of Order - a customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Carrier - CBTS Technology Solutions LLC (CBTS), unless specifically stated otherwise.

Company – CBTS Technology Solutions LLC, sometimes referred to as "carrier."

Completed Calls - calls answered at the distance end. If a customer is charged for an incomplete call, the Company will issue a one minute credit upon the customer's request.

Custom Account Coding - key, legend or table created by the customer for a unique project or account numbers for its private use.

Customer - the person, firm, corporation or other entity that orders or uses service and is responsible for payment of the rates and charges under a contract or this tariff.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)

1.1 Definitions (Cont'd.)

Customer Premises Equipment - communications equipment located at the customer's premises. Such equipment may be provided by the customer or by the Company.

Casual Caller – A caller that has not affirmatively selected the Company as its choice of a long distance service provider in advance of placing a long distance call.

Day Rate Period - unless otherwise specified in this tariff, the Day Rate Period applies during the hours of 8:00 a.m. to, but not including 5:00 p.m., Monday through Friday.

Delinquent or Delinquency - an account for which a bill or payment agreement for services or equipment has not been paid in full on or before the due date. Amounts due and unpaid after the due date may be subject to a late payment charge.

Disconnect - to render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

Evening Rate Period - unless otherwise specified in this tariff, the Evening Rate Period applies during the hours of 5:00 p.m. to, but not including 11:00 p.m., Sunday through Friday.

Excessive Call Attempt - a customer attempt to call over the carrier's network using an invalid authorization code during a measured 15-minute period, within which 10 or more incomplete call attempts are made by the customer from the same customer line, and where those attempts do not complete because the customer has not used a valid authorization code.

Expedite - The best effort acceleration of the installation date in advance of commitment date provided by the Company.

Holidays - for the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Holiday Rate Period - the evening rate will apply to calls made on the Company recognized holidays, provided, however, the calls made on holidays during the Night/Weekend Rate Period shall be billed at the lower of the Evening Rate and the Night/Weekend Rate.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)

1.1 Definitions (Cont'd.)

Interexchange Utility - a utility, resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges within the state, without regard to how such traffic is carried. A local exchange utility that provides exchange service may also be considered an interexchange utility.

Local Distribution Area - metropolitan locations served by the Company which have been defined by the local exchange telephone company as a local calling area under its local exchange tariff.

Measured Use Service - the provision of long distance measured time communications telephone service to customers who access the carrier's services at its switching and call processing equipment by means of access facilities obtained from another carrier by the customer or otherwise provided at its own expense (the customer is responsible for arranging for the access line).

Message - a completed telephone call by a customer or end user.

Network Terminal - any location where the Company provides services described herein.

Night/Weekend Rate Period - unless otherwise specified in this tariff, the Night/Weekend Rate Period applies during the hours of 11:00 p.m. to, but not including 8:00 a.m., Monday through Friday; all day Saturday; and from 8:00 a.m. to, but not including 5:00 p.m. Sunday.

Normal Business Hours - the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Physical Change - the modification of a circuit, dedicated access line, or port at the request of the customer requiring an actual material change.

Post-engineering - After provisioning of service elements.

Pre-engineering - Prior to provisioning of service elements.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)

1.1 Definitions (Cont'd.)

Premises - the space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

Rate - money, charge, fee or other recurring assessment billed to customers for services or equipment.

Residential Customer - For the purpose of this tariff, a Residential Customer is a Customer of the Company whose primary use of the Company's service is for personal use in a house, apartment or other residential dwelling. A Residential Customer is also a Customer who accesses the Company's service using an access line that has not been assigned a business class of service by the local service provider.

Suspension - temporary disconnection or impairment of service which disables either outgoing or incoming toll communications services provided by the Company.

Terminal Equipment - telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system.

Toll Free Service - a service that provides long distance calling to a predesignated destination where charges are the responsibility of the call terminated party.

United States - the forty-eight contiguous United States and the District of Columbia.

Validated Account Codes - account codes that have restricted access.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT'D.)

1.2 Abbreviations:

CPE - Customer Premises Equipment

LATA - Local Access and Transport Area

LEC - Local Exchange Carrier

MTS - Message Telecommunications Service

PBX - Private Branch Exchange

V&H - Vertical and Horizontal Coordinates

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company provides long distance message telecommunications service to customers for their direct transmission of voice, data and other types of telecommunications.

Communications originate when the customer accesses the Company directly or through the facilities of another carrier via one or more access lines, equal access or on a dial-up basis. 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's network. The customer shall be responsible for all charges due for such service arrangements.

The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations on Service

2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.

2.2.2 The Company reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.

2.2.3 To the extent that any conflict arises between the terms and conditions of a service agreement or other contract and the terms and conditions of this tariff, the tariff shall prevail.

2.2.4 Title to all equipment provided by the Company under this tariff remains with the Company.

2.2.5 The customer may not transfer or assign the use of service provided under this tariff except with the prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption in the use or location of the service, and all regulations and conditions contained in this tariff, as well as all conditions for service, shall apply to all such permitted

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

2.2 Limitations on Service (Cont'd.)

2.2.6 Customer may request Carrier to assign one or more sub-accounts for billing purposes, and to direct sub-account invoices to customer's affiliates or other designated entities for payment. Such requests shall not affect the liability of the customer, who shall remain solely liable to the Company for payment of all invoices for service requested and obtained by customer, whether invoiced by the Company to the customer, the customer's affiliates, or other designated entities.

2.3 Use of Service

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by the customer, except where the customer is a duly authorized and regulated common carrier.

2.4 Limitation of Liability

2.4.1 In view of the fact that the customer has exclusive control of its communications over the facilities furnished by the Company, and other uses for which facilities may be furnished by the Company, and because of the unavoidable nature of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the regulations and limitations specified herein.

2.4.2 The Company's failure to provide or maintain facilities under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Company's reasonable control, subject to the interruption allowance provisions under this tariff.

2.4.3 Defacement of premises - No liability shall attach to the Company by reason of any defacement or damage to the customer's premises resulting from the existence of the Company's equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.

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

2.4 Limitations of Liability (Cont'd.)

2.4.4 Indemnification - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit by a customer or by any others, the customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of the Company's equipment, facilities and associated wiring of the customer's premises and further the customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the customer; and against all other claims arising out of any act or omission of the customer in connection with the services or facilities provided by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

2.4.5 The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer or any others, for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, the Company's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the customer under this tariff as an allowance for interruptions. However, any such mistakes, omission, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the customer, or authorized user, or joint user, or which arise from the use of customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.

2.4.6 The Company shall not be liable for any damages, including usage charges, that the customer may incur as a result of the unauthorized use of authorization codes or communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from the customer's premises, and the placement of calls through equipment controlled and/or provided by the customer, that are transmitted over the Company's network without the authorization of the customer. The customer shall be fully liable for all such usage charges.

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

2.5 Interruption of Service

2.5.1 If a customer's service is interrupted other than by the negligence or willful act of the customer, and it remains out of order for eight normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the customer. The amount of adjustment or refund shall be determined on the basis of the known period of interruption; generally beginning from the time the service interruption is first reported. The refund to the customer shall be a pro rata part of the monthly recurring charges (but not for per minute or per call charges) for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.

2.5.2 A credit allowance for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the customer to notify the carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the carrier terminal.

2.6 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the Part 64, Subpart D of the Federal Communications Commission's rules and Regulations which specifies the priority system for such activities.

2.7 Customer Responsibility

2.7.1 All customers assume general responsibilities in connection with the provisions and use of the Company's service. When facilities, equipment and/or communication systems provided by others are connected to the Company's facilities, the customer assumes additional responsibilities. All customers are responsible for the following:

- A. The customer is responsible for placing orders for service, paying all charges for service rendered by the Company and complying with all of the Company's regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.

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

2.7 Customer Responsibility (Cont'd.)

2.7.1 (Cont'd.)

- B. When placing an order for service, the customer must provide:
1. The names and addresses of the persons responsible for the payment of service charges, and
 2. The names, telephone numbers, and addresses of the customer contact persons.
- C. The customer must pay the Company for the replacement or repair of the Company's equipment when the damage results from:
1. The negligence or willful act of the customer or user;
 2. Improper use of service; and
 3. Any use equipment or service provided by others.
- D. After receipt of payment for the damages, the Company will cooperate with the customer in prosecuting a claim against any third party causing damage.

2.7.2 Upon reasonable notice, the equipment provided by the Company shall be made available for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.7.3 Credit Allowance

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by the Company.

- A. Credit allowances for failure of service or equipment starts when the customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.

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

2.7 Customer Responsibility (Cont'd.)

2.7.3 Credit Allowance, (Cont'd.)

- B. The customer shall notify the Company of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by the customer or in wiring or equipment connected to the terminal.
- C. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:
 - 1. Interruptions of service resulting from the Company performing routine maintenance;
 - 2. Interruptions of service for implementation of a customer order for a change in the service;
 - 3. Interruption caused by the negligence of the customer or an authorized user;
 - 4. Interruptions of service because of the failure of service or equipment due to the customer or authorized user provided facilities.

2.7.4 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels its order before the service begins, before a completion of the minimum period mutually agreed upon by the customer and the Company, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by the Company and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such services provided, the non-recoverable cost of such construction shall be borne by the customer.

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

2.7 Customer Responsibility (Cont'd.)

2.7.5 Payment and Charges for Services

Charges for service are applied on a recurring and nonrecurring basis. Service is provided and billed on a monthly basis. Service continues to be provided until the customer requests disconnection, or until canceled by the Company pursuant to this tariff.

A. Payment of Charges

Payment will be due upon receipt of the statement. A payment is considered delinquent thirty (30) days after rendition of the bill. A bill is considered rendered when deposited in the U.S. Mail for delivery to customer's last known address. A late payment charge of 1.5% applies to all overdue balances.

1. The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
2. Service may be denied or discontinued by the Company for non-payment of past due or delinquent amounts due the Company. Restoration of service will be subject to all applicable installation charges. Disconnection may not occur before thirty (30) days from invoice and the Company must give five (5) days written notice before any disconnection can occur.

2.7.6 Application of Rates

The rates for service are those in effect for the period that service is furnished.

2.7.7 Deposits

The Company does not collect deposits.

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

2.8 Company Responsibility

2.8.1 Calculation of Credit Allowance

Under the limitations of section 2.7.3, when service is interrupted the credit allowance will be computed on the following basis.

- A. No credit shall be allowed for an interruption of less than two hours.
- B. The customer shall be credited for an interruption of two hours or major fraction thereof that the interruption continues.
- C. Where there has been an outage, and a minimum usage charge applies, and the customer fails to meet the minimum usage, a credit shall be applied against that minimum. The credit shall equal 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of two hours or major fraction thereof that the interruption continues.

2.8.2 Cancellation of Credit

When the company cancels a service, a final bill will be issued for any unbilled usage and monthly recurring fees. If the customer does not have any unbilled usage a credit will be issued for any monthly recurring fees billed in advance. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

2.8.3 Disconnection of Service by the Company

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:

- A. 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;
- B. Violation of any regulation governing the service under this tariff;
- C. Violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or

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

2.8 Company Responsibility (Cont'd.)

2.8.3 Disconnection of Service by the Company (Cont'd.)

- D. The Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
- E. Customer uses equipment in such a manner as to adversely affect the Company's equipment or service to others.

2.8.4 Fractional Charges

Charges for a fractional part of a month (which follows a full month) are calculated by counting the number of days remaining in the billing period after service is furnished or has been discontinued. The numbers of days remaining in the billing period are counted starting with the day after the service was furnished or discontinued. Divide that figure by thirty days. The resultant fraction is then multiplied by the monthly charge to arrive at the fractional monthly charge.

2.9 Taxes and Fees

- 2.9.1 All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this tariff, but shall be listed as separate line items on the customer's bill.
- 2.9.2 To the extent that a municipality, other political subdivision or local agency of government, or commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.9.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

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

2.9 Taxes and Fees (Cont'd.)

2.9.4 The Company may adjust its rates or impose additional rates on its customer to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others. The Company may also adjust its rates or impose additional rates to cover the administrative cost of collecting such charges or paying compensation to other entities. Examples of such programs include, but are not limited to, the Universal Service Fund (USF) and compensation to pay telephone service providers for the use of their pay telephones to access the Company's services.

2.10 Timing of Calls

2.10.1 The customer's monthly usage charges for the Company service are based upon the total number of minutes the customer uses and the service options to which the customer subscribes. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party hangs up. If the called station hangs up but the calling station does not, chargeable time ends when the connection is released by automatic timing equipment within the telecommunications network.

2.10.2 No charges apply if a call is not completed.

2.11 Start of Billing

For billing purposes, the start of service is the day following acceptance by the customer of the Company's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation as described in Section 2 of this tariff.

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

2.12 Interconnection

Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other carriers. Any special interface equipment of the Company and other participating carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of other carriers' tariffs. The customer is responsible for taking all necessary legal steps for inter-connecting its customer-provided terminal equipment or communications systems with the Company's. The customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

2.13 Terminal Equipment

The Company's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinter, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the customer, except as otherwise provided. The customer is responsible for all costs at its premises, including customer personnel, wiring, electrical power, and the like incurred in its use of the Company's service.

The customer shall ensure that its terminal facilities are of the proper mode, band-width, power, data, speed, and signal level for the intended use of the customer, and that the signals do not damage the Company's equipment, injure personnel or degrade service to other customers.

If the customer fails to maintain and operate its terminal equipment properly, resulting in the occurrence or possibility of harm to the Company's equipment or personnel, or impairment to the quality of service to other customers, the Company may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety of service, the Company may, upon written notice, terminate the customer's service.

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

2.14 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are currently being used within the industry.

Formula:
$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

2.15 Special Service Arrangements

Special Service Arrangement charges will be based on the estimated cost of furnishing such services including the cost of operating and maintaining such a service, the cost of equipment and materials used in providing such a service, the cost of installation including engineering, labor supervision, transportation, and the cost of any other specific item associated with the particular Special Service Arrangement request.

2.16 Automatic Number Identification

Carrier shall provide Automatic Number Identification ("ANI") associated with an intrastate long distance call under this tariff to any entity ("ANI Recipient"), only under the following terms and conditions:

2.16.1 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.

2.16.2 ANI Recipient may offer to any telephone subscriber with whom ANI Recipient has an established customer relationship, a product or service that is directly related to the products or services previously purchased by the telephone subscriber from ANI Recipient.

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

2.16 Automatic Number Identification, (Cont'd.)

- 2.16.3 ANI Recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless 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 billing agent may utilize ANI information if prohibited elsewhere by law
- 2.16.4 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 paragraph 2.16.1 above, unless ANI Recipient obtains the prior written consent of the telephone subscriber permitting such resale or disclosure.
- 2.16.5 Violation of any of the foregoing terms and conditions by ANI Recipient shall result, after a determination through Commission's complaint process, in suspension of the transmission of ANI information by Carrier until such time as Commission receives written confirmation from ANI Recipient that the violations have ceased or have been corrected. If Commission determines that there have been three (3) or more separate violations within a twenty-four (24) month period, delivery of ANI information to the offending party by Carrier shall be terminated under the terms and conditions determined by Commission.

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

2.17 Schools and Libraries Discount Program

2.17.1 General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered in this tariff at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Opinion and Order 97-11 Adopting Discounts for Services for Schools and Libraries, issued June 25, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

2.17.2 Regulations

A. Obligation of eligible schools and libraries

1. Request for service

- a. Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.

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

2.17 Schools and Libraries Discount Program (Cont'd.)

2.17.2 Regulations (Cont'd.)

A. Obligation of eligible schools and libraries (Cont'd.)

1. Request for service (Cont'd.)

b. Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.

c. Service requested will be used for educational purposes.

d. Services will not be sold, resold or transferred in consideration for money or any other thing of value.

B. Obligations of the Company

1. The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules are included as an attachment to this tariff.

2. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).

3. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.

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

2.17 Schools and Libraries Discount Program (Cont'd.)

2.17.3 Discounted Rates for Schools and Libraries

- A. Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- B. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
- C. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.
- D. The discount matrix for eligible schools, libraries and consortia is included as an attachment to this tariff.

2.18 Health Care Providers Support Program

2.18.1 General

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Health Care Providers Support Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Company intrastate services, available in this Tariff. Such services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Order in Cases 94-C-0095 and 28425, issued November 4, 1997. The FCC Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.601 et. seq., and any amendments made thereto.

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

2.18 Health Care Providers Support Program (Cont'd.)

2.18.2 Regulations

- A. To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC Rules.
- B. Reduced rates are available only to the extent that they are funded by the federal universal service fund.
- C. Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible services used by an eligible health care provider.
- D. Responsibility of eligible health care providers
 - 1. Rural health care providers and consortia shall participate in a competitive bidding process for all services eligible for reduced rates in accordance with any state and local procurement rules.
 - 2. Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
 - 3. Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.
 - 4. A health care provider that cannot obtain toll free access to an Internet service provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.
 - 5. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

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

2.18 Health Care Providers Support Program (Cont'd.)

2.18.2 Regulations (Cont'd.)

E. Responsibility of the Company

1. The Company shall offer the rates and charges as specified in Section 3, to eligible health care providers to the extent that facilities and services are available and offered in this tariff.
2. The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.
3. In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to New York State Public Service Commission approval.

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

2.18 Health Care Providers Support Program (Cont'd.)

2.18.3 Rates and Charges

The following price adjustments will be available to eligible rural health care providers, except subparagraph C., which shall be available to all eligible health care providers, regardless of location:

- A. A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest tariffed or publicly available rate charged to a commercial customer for a similar service provided over the same distance in the nearest city in New York State with a population of at least 50,000.
- B. An exemption from some mileage charges for any telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, that is necessary for the provision of health care services. The exempted mileage includes the distance between the rural health care provider and the most distant perimeter of the nearest city in New York State with a population of 50,000 or more, less the standard urban distance, which is the maximum average diameter of all cities with population of 50,000 or more in the state.
- C. Each eligible health care provider that cannot obtain toll-free access to an Internet service provider is entitled to receive toll charge credits for toll charges imposed for connecting to an Internet service provider as per the FCC Rules. Such toll charge credits are available pursuant to applicable toll tariffs.

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

2.19 Emergency/Crisis/Disaster Restoration and Provisioning - Telecommunications Service Priority

2.19.1 General

- A. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

- B. The TSP program has two components, restoration and provisioning.
1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
 - 2.. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

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

2.19 Emergency/Crisis/Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd.)

2.19.2 TSP Request Process - Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

- A. determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.
 - 1. National Security Leadership
 - 2. National Security Posture and U.S. Population Attack Warning
 - 3. Public Health, Safety, and Maintenance of Law and Order
 - 4. Public Welfare and Maintenance of National Economic Posture
- B. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
- C. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
- D. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
- E. Submit the SF 315 to the OPT.
- F. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

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

2.19 Emergency/Crisis/Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd.)

2.19.3 TSP Request Process - Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2A. above for restoration priority assignment except for the following differences. The user should:

- A. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2a(a) above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
- B. Verify that the Company cannot meet the service due date without a TSP assignment.
- C. Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

2.19.4 Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- A. Identify telecommunications services requiring priority.
- B. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- C. Accept TSP services by the service due dates.

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

2.19 Emergency/Crisis/Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd.)

2.19.4 Responsibilities of the End-User (Cont'd.)

- D. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- E. Pay the Company any authorized costs associated with priority services.
- F. Report to the Company any failed or unusable services with priority levels.
- G. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- H. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

2.19.5 Responsibility of the Company

The Company will perform the following:

- A. Provide TSP service only after receipt of a TSP authorization code.
- B. Revoke TSP services at the direction of the end-user or OPT.
- C. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- D. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- E. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- F. Confirm completion of TSP service order activity to the OPT.

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

2.19 Emergency/Crisis/Disaster Restoration and Provisioning - Telecommunications Service Priority, (Cont'd.)

2.19.5 Responsibility of the Company (Cont'd.)

- G. Participate in reconciliation of TSP information at the request of the OPT.
- H. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- I. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- J. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- K. Disclose content of the NS/EP TSP database only as may be required by law.
- L. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

2.19.6 Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted customer of the action to be taken.

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

2.20 General Service Descriptions

The Company offers Message Telecommunications Service or MTS, Inbound 800 Service, Calling Card Service and Operator Services. The customer's total monthly use of Carrier's service is charged at the applicable rates per minute set forth herein.

2.20.1 Message Telecommunications Service (MTS)

MTS or 1+ dialing is achieved by when the LEC programs the customer's telephone lines to automatically route 1+ calls to the Company's network. For business customer's service is billed in six 6-second increments, with a minimum billing of 30 seconds. For residential customer service is billed in 60-second increments with a minimum billing of 60 seconds.

2.20.2 Toll Free (i.e., 800/888) Service

Toll Free Service is inbound telecommunications service which permits calls to be completed to the customer's location without charge to the calling party. Access to the service is gained by dialing a ten-digit telephone number which terminates at the customer's location. Toll Free Services originate via normal shared use facilities and are terminated via the customers' local exchange service access line. Toll free service is offered to presubscribed customers and is not a stand-alone product.

The Company will accept a prospective Toll Free Service at customer's request for up to ten (10) toll free telephone numbers and will reserve such numbers on a first-come first-served basis. The Company does not guarantee the availability of numbers until assigned. The requested Toll Free Service telephone numbers, if available, will be reserved for and furnished to the customer.

If a customer who has received a Toll Free Service number does not subscribe to Toll Free Service within thirty (30) days, the Company reserves the right to re-assign the number to another customer.

There are optional features associated with toll free service.

Time of day routing allows the customer to change the telephone number where the toll free telephone number terminates. The toll free telephone number can be re-routed to four different terminating telephone numbers based on three variables: time of day (1/2 hour increments); day of the week; and holiday schedule.

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

2.20 General Service Descriptions (Cont'd.)

2.20.2 Toll Free (i.e., 800/888) Service (Cont'd.)

Area code blocking permits customers to select the area codes from which they may receive calls.

800 Directory Service provides the customer with the option to have their 8XX number listed in directory assistance.

2.20.3 Calling Card Service

Calling Card Service allows subscribers who are away from home or office to place calls by gaining access to the Company's network via an 800 number. Calling Card Service is provided to presubscribed customer and is not a stand-alone product. Billing increments for calling cards are in 6 second increments with a 30 second minimum.

2.20.4 Directory Assistance

Listed telephone numbers will be provided to requesting customers at a per call charge.

2.21 Usage Charges and Billing Increments

2.21.1 Usage Charges

Usage charges are determined by the time of day rate periods and minutes of use within each rate period. The rate period is determined by the time and day of call origination at the customer's location.

2.21.2 Billing Increments

Unless specifically stated in the product description, usage is billed in six 6-second increments for business customers and 60-second increments for residential customers.

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

2.22 Pay Telephone Surcharge

A surcharge shall be assessed for each call made from a pay telephone to a Company-provided toll-free number or placed by using a Company-provided calling card. This charge is to compensate the Company for the Federal Communications Commission assessment, which is paid by the Company to pay telephone service providers for the use of their pay telephone instruments. The following charges are applicable on the first day of the billing month following the effective date of FCC Order 99-7 in CC Docket No. 96-128.

	<u>Minimum</u>	<u>Maximum</u>
Per Call Charge:	\$0.25	\$2.00

2.23 Directory Assistance Charge (unless stated otherwise in Section 4)

Per Call Charge	<u>Minimum</u>	<u>Maximum</u>
Interstate	\$1.00	\$4.00
Intrastate	\$0.50	\$2.00
Calling Card	\$1.00	\$3.00

2.24 Calling Card Charges

A surcharge shall be assessed when calls are made using a post-paid calling card. These charges will be added to the per minute charges assessed for each calling card call and will appear on the "calling card calls" portion of the customer's bill as part of the total charges associated with each itemized call.

Per Minute Rates (unless stated otherwise in Rate Schedule)		
	<u>Minimum</u>	<u>Maximum</u>
Residence	\$0.20/minute	\$0.50/minute
Business	\$0.20/minute	\$0.50/minute
Surcharge		
Domestic	\$0.50 per call	\$2.00 per call
Mexico and Canada International	\$1.00 per call	\$3.00 per call

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

2.25 Toll Free (800/8XX) Charges

	<u>Minimum</u>	<u>Maximum</u>
Monthly Service Charge	\$5.00	\$20.00
Time of Day Routing Service (per setup, change, removal)	\$50.00	\$200.00
Area Code blocking (per setup, change, removal)	\$50.00	\$200.00
800 Directory Service Monthly Service Charge	\$10.00	\$20.00
Initial Charge	\$10.00	\$20.00

2.26 Return Check Charge

All customers issuing dishonored checks will be charged a fee.	\$10.00	\$20.00
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2.27 Operator Services

Operator services are available to Consumers from any Customer location. Operator Services allows the Consumer to place a call from a Customer location and arrange for billing other than to the originating telephone number. Calls are rounded up to the next whole minute for billing purposes and are billed to the Consumer through the monthly bill of the Consumer's local exchange carrier.

The following billing arrangements are available to Consumers through the Company's Operator Services:

2.27.1. Customer Dialed Calling/Credit Card

This is a service whereby the end user dials all of the digits necessary to route and bill the call without any operator assistance. Such calls may be billed either to a telephone company issued calling card or a commercial credit card.

2.27.2 Operator Station

This is a service whereby the caller places a non-person-to-person call with the assistance of an operator (live or automated). When placing an operator station call, the caller is connected to a non-specified individual at the terminating end. Such calls may be billed to a calling card, credit card, the called number (collect) or a valid third party telephone number.

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

2.27 Operator Services (Cont'd.)

2.27.3 Person-to-Person

This is a service whereby the person originating the call specifies to Cincinnati Bell Any Distance Inc's operator a particular person to be reached, or a particular person, station, room number, department, or office to be reached through a PBX attendant. Person-to-person calls may be billed to a calling card, credit card, the called number (collect) or a valid third party telephone number.

2.27.4 Minimum Rates

	Mileage	Minute	Day		Evening		Night	
			First	Add'l	First	Add'l	First	Add'l
0-18			\$2.000	\$1.000	\$1.500	\$0.600	\$1.000	\$0.400
19-44			\$2.200	\$1.100	\$1.600	\$0.800	\$1.100	\$0.500
45-65			\$2.700	\$1.200	\$1.900	\$0.900	\$1.400	\$0.600
66-104			\$2.700	\$1.300	\$2.000	\$1.000	\$1.400	\$0.700
105-164			\$2.800	\$1.400	\$2.100	\$1.100	\$1.500	\$0.800
165-over			\$2.900	\$1.500	\$2.200	\$1.200	\$1.600	\$0.900

Maximum Rates

	Mileage	Minute	Day		Evening		Night	
			First	Add'l	First	Add'l	First	Add'l
0-18			\$1.000	\$1.000	\$1.000	\$1.000	\$1.000	\$1.000
19-44			\$1.000	\$1.000	\$1.000	\$1.000	\$1.000	\$1.000
45-65			\$1.000	\$1.000	\$1.000	\$1.000	\$1.000	\$1.000
66-104			\$1.000	\$1.000	\$1.000	\$1.000	\$1.000	\$1.000
105-164	\$1.000		\$1.000	\$1.000	\$1.000	\$1.000	\$1.000	\$1.000
165-over			\$1.000	\$1.000	\$1.000	\$1.000	\$1.000	\$1.000

Operator Assisted Surcharges:	<u>Minimum</u>	<u>Maximum</u>
Customer Dialed Calling Card Station	\$0.75	\$4.00
Operator Dialed Calling Card	\$1.25	\$5.00
Operator Station	\$1.25	\$5.00
Billed to Third Party	\$2.00	\$5.00
Person-to-Person	\$3.00	\$10.00

2.28 Casual Calling Plan

Allows an end user who does not have a current account with the Company, to have access to the Company's network and the subsequent use of service. Access is obtained by dialing the Company's access code.

Per Minute Rate: \$0.20 \$2.00

SECTION 3 – LONG DISTANCE PLAN DESCRIPTIONS

3.1 Any Distance Rate Plans

3.1.1 AnyTime 500 (Product 64) – Residential

This plan is offered to residential customers. For a monthly service fee, customers subscribing to this plan will receive 500 minutes of outbound domestic long distance each month. A per minute rate will apply after the initial 500 minutes, each month. Plan includes a calling card. 8XX service is available for a monthly charge. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.

3.1.2 AnyTime 750 (Product 189) – Residential

This plan is being offered to residential customers. For a monthly service fee, customers subscribing to this plan will receive 750 minutes of outbound domestic long distance each month. A per minute rate will apply after the initial 750 minutes, each month. Plan includes a calling card. 8XX service is available for a monthly fee. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.

3.1.3 AnyTime 1000 (Product 198) – Residential

This plan is being offered to residential customers. For a monthly service fee, customers subscribing to this plan will receive 1000 minutes of outbound domestic long distance each month. A per minute rate will apply after the initial 1000 minutes, each month. Plan includes a calling card. 8XX service is available for a monthly fee. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.

3.1.4 AnyTime 500 (Product 391) – Business

This plan is being offered to business customers. For a monthly service fee, customers subscribing to this plan will receive 500 minutes of outbound domestic long distance each month. A per minute rate will apply after the initial 500 minutes, each month. Plan includes a calling card. 8XX service is available for a monthly fee. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.

3.1.5 AnyTime 750 (Product 393) – Business

This plan is being offered to business customers. For a monthly service fee, customers subscribing to this plan will receive 750 minutes of outbound domestic long distance each month. A per minute rate will apply after the initial 750 minutes, each month. Plan includes a calling card. 8XX service is available for a monthly fee. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.

SECTION 3 – LONG DISTANCE PLAN DESCRIPTIONS (CONT'D.)

3.1 Any Distance Rate Plans (Cont'd.)

3.1.6 AnyTime 1000 (Product 395) – Business

This plan is being offered to business customers. For a monthly service fee, customers subscribing to this plan will receive 1000 minutes of outbound domestic long distance each month. A per minute rate will apply after the initial 750 minutes, each month. Plan includes a calling card. 8XX service is available for a monthly fee. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.

3.1.7 Basic II (Product 358) – Business

This plan is being offered to business customers. There is a monthly, minimum usage charge associated with this plan. Calls that will be applied to the minimum usage include inbound and outbound toll calls, calling card calls; collect calls, and operator-assisted calls. Plan includes a calling card.

3.1.8 Basic II (Product 368) – Residence

This plan is being offered to business customers. There is a monthly, minimum usage charge associated with this plan. Calls that will be applied to the minimum usage include inbound and outbound toll calls, calling card calls; collect calls, and operator-assisted calls. Plan includes a calling card.

3.1.9 AnyTime 100 (Product 591) – Residential

This plan is being offered to residential customers. For a monthly service fee, customers subscribing to this plan will receive 100 minutes of outbound domestic long distance each month. A per minute rate will apply after the initial 100 minutes, each month. Plan includes a calling card. 8XX service is available for a monthly fee. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.

3.1.10 AnyTime 100 (Product 593) – Business

This plan is being offered to business customers. For a monthly service fee, customers subscribing to this plan will receive 100 minutes of outbound domestic long distance each month. A per minute rate will apply after the initial 100 minutes, each month. Plan includes a calling card. 8XX service is available for a monthly fee. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.

SECTION 3 – LONG DISTANCE PLAN DESCRIPTIONS (CONT'D.)

3.1 Any Distance Rate Plans (Cont'd.)

3.1.11 AnyTime 5000 (Product 597) – Residential

This plan is being offered to residential customers. For a monthly service fee, customers subscribing to this plan will receive 5000 minutes of outbound domestic long distance each month. A per minute rate will apply after the initial 5000 minutes, each month. Plan includes a calling card. 8XX service is available for a monthly fee. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.

3.1.12 AnyTime 375 (Product 951) – Residential

This plan is being offered to residential customers. For a monthly service fee, customers subscribing to this plan will receive 375 minutes of outbound domestic long distance each month. A per minute rate will apply after the initial 375 minutes, each month. Plan includes a calling card. 8XX service is available for a monthly fee. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.

3.1.13 AnyTime 375 (Product 948) – Business

This plan is being offered to business customers. For a monthly service fee, customers subscribing to this plan will receive 375 minutes of outbound domestic long distance each month. A per minute rate will apply after the initial 375 minutes, each month. Plan includes a calling card. 8XX service is available for a monthly fee. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.

3.1.14 AnyTime 4000 (Product 475) – Business

This plan is being offered to business customers. For a monthly service fee, customers subscribing to this plan will receive 4000 minutes of outbound domestic long distance each month. A per minute rate will apply after the initial 4000 minutes, each month. Plan includes a calling card. 8XX service is available for a monthly fee. Call detail will be provided on monthly bills only when plan minutes are exceeded or upon customer's request.

SECTION 3 – LONG DISTANCE PLAN DESCRIPTIONS (CONT'D.)

3.2 Basic Plans

3.2.1 Product 333 - Business

This long distance plan includes an outbound domestic rate and a discounted calling card rate.

3.2.2 Product 333 - Residential

This long distance plan includes an outbound domestic rate and a discounted calling card rate.

SECTION 4 – LONG DISTANCE PLAN RATES

4.1 Any Distance Plans

4.1.1 Any Distance AnyTime 500 (Product 64) - Residential

	<u>Minimum</u>	<u>Maximum</u>
1+ Outbound	\$0.0200	\$0.3000
8XX Inbound	\$0.0500	\$0.4000
Monthly Service Fee	\$10.00	\$30.00

Per minute outbound rate will apply after the first 500 domestic direct dialed minutes each month.

8XX Service Monthly Charge – See Section 2.25.

Time periods: all times

4.1.2 Any Distance AnyTime 750 (Product 189) Residential

	<u>Minimum</u>	<u>Maximum</u>
1+ Outbound/8XX Inbound	\$0.0200	\$0.3000
8XX Inbound	\$0.0500	\$0.4000
Monthly Service Fee	\$20.00	\$60.00

Per minute outbound rate will apply after the first 750 domestic direct dialed minutes each month.

8XX Service Monthly Charge – See Section 2.25.

Time periods: all times

SECTION 4 – LONG DISTANCE PLAN RATES (CONT'D.)

4.1 Any Distance Plans (Cont'd.)

4.1.3 Any Distance AnyTime 1000 (Product 198) – Residential

	<u>Minimum</u>	<u>Maximum</u>
1+ Outbound	\$0.0200	\$0.3000
8XX Inbound	\$0.0500	\$0.4000
Monthly Service Fee	\$20.00	\$60.00

Per minute outbound rate will apply after the first 1000 domestic direct dialed minutes each month.

8XX Service Monthly Charge – See Section 2.25.

Time periods: all times

4.1.4 Any Distance AnyTime 500 (Product 391) - Business

	<u>Minimum</u>	<u>Maximum</u>
1+ Outbound	\$0.0200	\$0.3000
8XX Inbound	\$0.0500	\$0.4000
Monthly Service Fee	\$10.00	\$30.00

Per minute outbound rate will apply after the first 500 domestic direct dialed minutes each month.

8XX Service Monthly Charge – See Section 2.25.

Time periods: all times

SECTION 4 – LONG DISTANCE PLAN RATES (CONT'D.)

4.1 Any Distance Plans (Cont'd.)

4.1.5 Any Distance AnyTime 750 (Product 393) – Business

	<u>Minimum</u>	<u>Maximum</u>
1+ Outbound	\$0.0200	\$0.3000
8XX Inbound	\$0.0500	\$0.4000
Monthly Service Fee	\$20.00	\$60.00

Per minute outbound rate will apply after the first 750 domestic direct dialed minutes each month.

8XX Service Monthly Charge – See Section 2.25.

Time periods: all times

4.1.6 Any Distance AnyTime 1000 (Product 395) - Business

	<u>Minimum</u>	<u>Maximum</u>
1+ Outbound	\$0.0200	\$0.3000
8XX Inbound	\$0.0500	\$0.4000
Monthly Service Fee	\$20.00	\$60.00

Per minute outbound rate will apply after the first 1000 domestic direct dialed minutes each month.

8XX Service Monthly Charge – See Section 2.25.

Time periods: all times

SECTION 4 – LONG DISTANCE PLAN RATES (CONT'D.)

4.1 Any Distance Plans (Cont'd.)

4.1.7 Any Distance Basic II (Product 358) - Business

	<u>Minimum</u>	<u>Maximum</u>
1+ Outbound	\$0.0200	\$0.3000
8XX Inbound	\$0.0500	\$0.4000
Monthly Service Fee	\$2.00	\$20.00

8XX Service Monthly Charge – See Section 2.25.

Time periods: all times

4.1.8 Any Distance Basic II (Product 368) - Residence

	<u>Minimum</u>	<u>Maximum</u>
1+ Outbound	\$0.0200	\$0.3000
8XX Inbound	\$0.0500	\$0.4000
Monthly Service Fee	\$2.00	\$20.00

8XX Service Monthly Charge – See Section 2.25.

Time periods: all times

4.1.9 Any Distance AnyTime 100 (Product 591) - Residential

	<u>Minimum</u>	<u>Maximum</u>
1+ Outbound	\$0.0200	\$0.3000
8XX Inbound	\$0.0500	\$0.4000
Monthly Service Fee	\$5.00	\$30.00

Per minute outbound rate will apply after the first 100 domestic direct dialed minutes each month.

8XX Service Monthly Charge – See Section 2.25.

Time periods: all times

SECTION 4 – LONG DISTANCE PLAN RATES (CONT'D.)

4.1 Any Distance Plans (Cont'd.)

4.1.10 Any Distance AnyTime 100 (Product 593) – Business

	<u>Minimum</u>	<u>Maximum</u>
1+ Outbound	\$0.0200	\$0.3000
8XX Inbound	\$0.0500	\$0.4000
Monthly Service Fee	\$5.00	\$30.00

Per minute outbound rate will apply after the first 5000 domestic direct dialed minutes each month.

8XX Service Monthly Charge – See Section 2.25.

Time periods: all times

4.1.11 Any Distance AnyTime 5000 (Product 597) – Residential

	<u>Minimum</u>	<u>Maximum</u>
1+ Outbound	\$0.0200	\$0.3000
8XX Inbound	\$0.0500	\$0.4000
Monthly Service Fee	\$100.00	\$400.00

Per minute outbound rate will apply after the first 5000 domestic direct dialed minutes each month.

8XX Service Monthly Charge – See Section 2.25.

Time periods: all times

SECTION 4 – LONG DISTANCE PLAN RATES (CONT'D.)

4.1 Any Distance Plans (Cont'd.)

4.1.12 Any Distance AnyTime 375 (Product 951) – Residential

	<u>Minimum</u>	<u>Maximum</u>
1+ Outbound	\$0.0200	\$0.3000
8XX Inbound	\$0.0500	\$0.4000
Monthly Service Fee	\$10.00	\$30.00

Per minute outbound rate will apply after the first 375 domestic direct dialed minutes each month.

Charges are calculated on a per call basis and rounded up to the nearest penny.

8XX Service Monthly Charge – See Section 2.25.

Time periods: all times

4.1.13 Any Distance AnyTime 375 (Product 948) - Business

	<u>Minimum</u>	<u>Maximum</u>
1+ Outbound	\$0.0200	\$0.3000
8XX Inbound	\$0.0500	\$0.4000
Monthly Service Fee	\$10.00	\$50.00

Per minute charge will apply to calls after the first 375 domestic direct dialed minutes each month.

8XX Service Monthly Charge – See Section 2.25.

Time periods: all times

SECTION 4 – LONG DISTANCE PLAN RATES (CONT'D.)

4.1 Any Distance Plans (Cont'd.)

4.1.14 AnyTime 4000 (Product 475) – Business

	<u>Minimum</u>	<u>Maximum</u>
1+ Outbound	\$0.0200	\$0.3000
8XX Inbound	\$0.0200	\$0.4000
Monthly Service Fee	\$100.00	\$300.00

Outbound rate applies after the first 4000 domestic direct dialed minutes

8XX Service Monthly Charge – See Section 2.25.

Time periods: all times

4.2 Basic Plans

4.2.1 Product 333 - Business

	<u>Minimum</u>	<u>Maximum</u>
1+ Outbound	\$0.0400	\$0.3000
Calling Card Service	\$0.1000	\$0.250

Time periods: all times

4.2.2 Product 333 - Residence

	<u>Minimum</u>	<u>Maximum</u>
1+ Outbound	\$0.0400	\$0.3000
Calling Card Service	\$0.1000	\$0.250

Time periods: all times

SECTION 5 – PROMOTIONAL OFFERINGS

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive or reduce some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be filed with and approved by the Commission no later than the date upon which the offer is to commence.

CURRENT RATES

2.22 Pay Telephone Surcharge

Per Call Charge: \$0.60

2.23 Directory Assistance Charge (unless stated otherwise in Rate Schedule)

Per Call Charge Interstate \$1.99

Intrastate \$.80

Calling Card \$1.25

2.24 Calling Card Charges

Per Minute Rates (unless stated otherwise in Rate Schedule)

Residence \$0.25/minute

Business \$0.23/minute

Surcharge

Domestic \$0.69 per call

Mexico and Canada \$1.25 per call

International

2.25 Toll Free (800/8XX) Charges

Monthly Service Charge \$7.50

Time of Day Routing Service: \$100.00 per setup, change or removal

Area Code blocking \$100.00 per setup, change or removal

800 Directory Service

Monthly Service Charge \$13.69

Initial Charge \$15.00

2.26 Return Check Charge \$20.00

CURRENT RATES (CONT'D.)

2.27 Operator Services

Per Minute Rate - \$0.60

Operator Assisted Surcharges:

Customer Dialed Calling Card Station	\$2.75
Operator Dialed Calling Card	\$3.99
Operator Station	\$4.25
Billed to Third Party	\$4.99
Person-to-Person	\$7.50
Collect Calls	\$3.99

2.28 Casual Calling Plan

Allows an end user who does not have a current account with the Company, to have access to the Company's network and the subsequent use of service. Access is obtained by dialing the Company's access code.

Per Minute Rate: \$0.20

4.1 Any Distance Plans

4.1.1 Any Distance AnyTime 500 (Product 64) – Residential

Rates Per Minute

1+ Outbound \$0.06

8XX Inbound \$0.06

Monthly Service Fee: \$20.00

Per minute outbound rate will apply after the first 500 domestic direct dialed minutes each month.

8XX Service Monthly Charge: \$7.50

Time periods: all times

CURRENT RATES (CONT'D.)

4.1 Any Distance Plans (Cont'd.)

4.1.2 Any Distance AnyTime 750 (Product 189) Residential

Rates Per Minute

1+ Outbound \$0.06

8XX Inbound \$0.06

Monthly Service Fee: \$30.00

Per minute outbound rate will apply after the first 750 domestic direct dialed minutes each month.

8XX Service Monthly Charge: \$7.50

Time periods: all times

4.1.3 Any Distance AnyTime 1000 (Product 198) Residential

Rates Per Minute

1+ Outbound \$0.06

8XX Inbound \$0.06

Monthly Service Fee: \$40.00

Per minute outbound rate will apply after the first 1000 domestic direct dialed minutes each month.

8XX Service Monthly Charge: \$7.50

Time periods: all times

4.1.4 Any Distance AnyTime 500 (Product 391) - Business

Rates Per Minute

1+ Outbound \$0.06

8XX Inbound \$0.06

Monthly Service Fee: \$20.00

Per minute outbound rate will apply after the first 500 domestic direct dialed minutes each month.

8XX Service Monthly Charge: \$7.50

Time periods: all times

CURRENT RATES (CONT'D.)

4.1 Any Distance Plans (Cont'd.)

4.1.5 Any Distance AnyTime 750 (Product 393) - Business

Rates Per Minute

1+ Outbound \$0.06
8XX Inbound \$0.06
Monthly Service Fee: \$30.00

Per minute outbound rate will apply after the first 750 domestic direct dialed minutes each month.

8XX Service Monthly Charge: \$7.50

Time periods: all times

4.1.6 Any Distance AnyTime 1000 (Product 395) - Business

Rates Per Minute

1+ Outbound \$0.06
8XX Inbound \$0.06
Monthly Service Fee: \$40.00

Per minute outbound rate will apply after the first 1000 domestic direct dialed minutes each month.

8XX Service Monthly Charge: \$7.50

Time periods: all times

4.1.7 Any Distance Basic II (Product 358) – Business

Rates Per Minute

1+ Outbound \$0.09
8XX Inbound \$0.15
Monthly minimum usage charge: \$6.95

8XX Service Monthly Charge: \$7.50

Time periods: all times

CURRENT RATES (CONT'D.)

4.1 Any Distance Plans (Cont'd.)

4.1.8 Any Distance Basic II (Product 368) – Residence

	<u>Rates Per Minute</u>
1+ Outbound	\$0.10
8XX Inbound	\$0.15
Monthly minimum usage charge:	\$6.95
8XX Service Monthly Charge:	\$7.50
Time periods:	all times

4.1.9 Any Distance AnyTime 100 (Product 591) - Residential

	<u>Rates Per Minute</u>
1+ Outbound	\$0.07
8XX Inbound	\$0.07
Monthly Service Fee:	\$10.00
Per minute outbound rate will apply after the first 100 domestic direct dialed minutes each month.	
8XX Service Monthly Charge:	\$7.50
Time periods:	all times

4.1.10 Any Distance AnyTime 100 (Product 593) - Business

	<u>Rates Per Minute</u>
1+ Outbound	\$0.07
8XX Inbound	\$0.07
Monthly Service Fee:	\$10.00
Per minute outbound rate will apply after the first 5000 domestic direct dialed minutes each month.	
8XX Service Monthly Charge:	\$7.50
Time periods:	all times

CURRENT RATES (CONT'D.)

4.1 Any Distance Plans (Cont'd.)

4.1.11 Any Distance AnyTime 5000 (Product 597) – Residential

Rates Per Minute

1+ Outbound	\$0.06
8XX Inbound	\$0.06
Monthly Service Fee:	\$200.00
Per minute outbound rate will apply after the first 5000 domestic direct dialed minutes each month.	
8XX Service Monthly Charge:	\$7.50
Time periods: all times	

4.1.12 Any Distance AnyTime 375 (Product 951) – Residential

Rates Per Minute

1+ Outbound	\$0.07
8XX Inbound	\$0.07
Monthly Service Fee:	\$15.00
Per minute outbound rate will apply after the first 375 domestic direct dialed minutes each month.	
Charges are calculated on a per call basis and rounded up to the nearest penny.	
8XX Service Monthly Charge:	\$7.50
Time periods: all times	

4.1.13 Any Distance AnyTime 375 (Product 948) – Business

Rates Per Minute

1+ Outbound	\$0.07
8XX Inbound	\$0.07
Monthly Service Fee:	\$15.00
Per minute charge will apply to calls after the first 375 domestic direct dialed minutes each month	
8XX Service Monthly Charge:	\$7.50
Time periods: all times	

CURRENT RATES (CONT'D.)

4.1 Any Distance Plans (Cont'd.)

4.1.14 AnyTime 4000 (Product 475) – Business

	<u>Rates Per Minute</u>
1+ Outbound	\$0.0375
8XX Inbound	\$0.0375
Monthly Service Fee:	\$150.00
Outbound rate applies after the first 4000 domestic direct dialed minutes	
8XX Service Monthly Charge:	\$7.50
Time periods: all times	

4.2 Basic Plans

4.2.1 Product 333 - Business

	<u>Rates Per Minute</u>
1+ Outbound	\$0.0550
Calling Card Service	\$0.1800

Time periods: all times

4.2.2 Product 333 – Residence

1+ Outbound	\$0.0550
Calling Card Service	\$0.1800

Time periods: all times

CURRENT RATES (CONT'D.)

4.3 Schools and Libraries Discount Program

4.3.1 Services Ineligible for Schools and Libraries Discount

None

4.3.2 Schools and Libraries Discount Matrix

How Disadvantaged % of students eligible for national school lunch program	<u>% DISCOUNT LEVEL</u>	
	<u>Urban Discount</u>	<u>Rural Discount</u>
<1	20	25
1-19	40	50
20-34	50	60
35-49	60	70
50-74	80	80
75-100	90	90

4.4 Gross Revenue Tax Surcharge

The Gross Revenue Tax Surcharge rates to be charged are as follows:

<u>Bill Date Period</u>	<u>Gross Revenue Tax Surcharge</u>
April 30, 2004	2.5%