

**This tariff, CBTS Technology Solutions LLC's, West Virginia P.S.C. Tariff No. 2, cancels and replaces, in its entirety, Cincinnati Bell Any Distance Inc.'s West Virginia P.S.C. Tariff No. 1 currently on file with the West Virginia Public Service Commission.**

CBTS TECHNOLOGY SOLUTIONS LLC  
  
RATES, TERMS AND CONDITIONS  
  
RELATING TO THE PROVISION OF  
  
BUSINESS COMPETITIVE LOCAL EXCHANGE  
  
TELECOMMUNICATIONS  
  
IN THE STATE OF WEST VIRGINIA

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Issued: November 3, 2017

Effective: November 28, 2017

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

WV11701a

LOCAL SERVICES TARIFF

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CHECK SHEET

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

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EXPLANATION OF SYMBOLS USED IN THIS TARIFF

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

- C - To signify changed regulation.
- O - To signify omissions.
- D - To signify reduced rate.
- M - To signify a move in the location of text.
- I - To signify increased rate.
- N - To signify new rate or regulation.
- R - To signify reduced rate.

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**SECTION 1 - APPLICATION OF TARIFF AND DEFINITIONS****A. APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications service by CBTS Technology Solutions LLC to non-residential/commercial customers within the State of West Virginia. Local exchange services will be provided in the service areas of the facilities-based Carriers with whom a resale agreement or interconnection agreement exists between such Carrier and CBTS Technology Solutions LLC. The services in this tariff are provided to nonresidential/commercial customers.

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**LOCAL SERVICES TARIFF**

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**SECTION 1 - APPLICATION OF TARIFF AND DEFINITIONS, (CONT'D.)****B. DEFINITIONS**

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

**1. Carrier**

Refers to the underlying provider whose facilities CBTS uses to furnish service.

**2. Central Office**

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

**3. Central Office Line**

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

**4. Company**

CBTS Technology Solutions LLC (CBTS) which is the issuer of this tariff. Also refers to the underlying provider whose facilities CBTS uses to furnish service.

**5. Communication-Impaired Person**

For purposes of this tariff, the definition of impaired refers to persons with communication impairments, including hearing impaired, deaf, deaf/blind, or speech impaired persons whose impairment prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf or text telephone (TDD/TTY).

**6. Commission**

The West Virginia Public Service Commission..

**7. Contract**

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

**8. Customer**

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

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LOCAL SERVICES TARIFF

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SECTION 1 - APPLICATION OF TARIFF AND DEFINITIONS, (CONT'D.)

B. DEFINITIONS, (CONT'D.)

9. Direct Inward Dialing (DID)

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

10. Directory Listing

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

11. Exchange

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

12. 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

13. Initial Service Period

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

14. 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.

15. Local Exchange Service

Telephone service furnished between points located within an area where there is no toll charge. Unless otherwise specified, local calling areas in this tariff shall be the same as the local calling areas of the facilities-based Carriers with whom a resale agreement exists between such Carrier and CBTS Technology Solutions LLC.

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LOCAL SERVICES TARIFF

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## SECTION 1 - APPLICATION OF TARIFF AND DEFINITIONS, (CONT'D.)

## B. DEFINITIONS, (CONT'D.)

## 16. Network Interface Device (NID)

A jack conforming to Sub-part F of Part 68 of the FCC's rules provided by the Company as part of the LEC network. It will be located on the customer's premises and is considered to be the termination of the LEC network if installed by the Company. (See Demarcation Point)

## 17. Nonrecurring Charges

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

## 18. Private Branch Exchange (PBX)

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

## 19. Recurring Charges

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

## 20. 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. This will be no later than five days following the request, 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.



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**LOCAL SERVICES TARIFF**

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**SECTION 1 - APPLICATION OF TARIFF AND DEFINITIONS, (CONT'D.)****C. AVAILABILITY**

The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities to furnish service from time to time as required at the sole discretion of the Company.

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

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**SECTION 2 - REGULATIONS****A. GENERAL**

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

Such revisions include:

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

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

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

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**LOCAL SERVICES TARIFF**

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**SECTION 2 – REGULATIONS, (CONT'D.)****B. OBLIGATION AND LIABILITY OF COMPANY****1. Liability Limitations**

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

**2. Availability of Facilities**

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

**3. Service Irregularities and Interruptions**

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

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

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

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

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LOCAL SERVICES TARIFF

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SECTION 2 – REGULATIONS, (CONT'D.)

B. OBLIGATION AND LIABILITY OF COMPANY, (CONT'D.)

3. Service Irregularities and Interruptions, (Cont'd.)

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.

4. Transmitting Messages

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

5. Use of Connecting Company Lines

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

6. Defacement of Premises

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

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

7. 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;

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LOCAL SERVICES TARIFF

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SECTION 2 – REGULATIONS, (CONT'D.)

B. OBLIGATION AND LIABILITY OF COMPANY, (CONT'D.)

7. Special Construction, (Cont'd.)

- 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.

C. USE OF SERVICE AND FACILITIES

1. Ownership and Use of Service and Equipment

a. General

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

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

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

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**LOCAL SERVICES TARIFF**

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**SECTION 2 – REGULATIONS, (CONT'D.)****C. USE OF SERVICE AND FACILITIES, (CONT'D.)****2. Connections of Customer-Provided Terminal Equipment and Communications Systems****a. General Provisions****1. General**

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

**2. Responsibility of the Customer**

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

The customer is responsible for the payment of a Maintenance of Service Charge as provided in Section 2, Paragraph 6 of this tariff for visits by a Company employee to the customer's premises when a service difficulty or trouble report results from the use of customer-provided terminal equipment or communications system.

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LOCAL SERVICES TARIFF

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SECTION 2 – REGULATIONS, (CONT'D.)

C. USE OF SERVICE AND FACILITIES, (CONT'D.)

2. Connections of Customer-Provided Terminal Equipment and Communications Systems, (Cont'd.)
  - a. General Provisions, (Cont'd.)
3. Responsibility of The Company

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

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

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

4. Recording of Two-Way Telephone Conversations

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

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**LOCAL SERVICES TARIFF**

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**SECTION 2 – REGULATIONS, (CONT'D.)****C. USE OF SERVICE AND FACILITIES, (CONT'D.)****2. Connections of Customer-Provided Terminal Equipment and Communications Systems, (Cont'd.)****a. General Provisions, (Cont'd.)****5. Violation of Regulations**

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

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

**b. Connections of Registered Equipment**

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

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

**c. Premises Wiring Associated With Registered Communications Systems**

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

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



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**LOCAL SERVICES TARIFF**

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**SECTION 2 – REGULATIONS, (CONT'D.)****D. ESTABLISHMENT AND FURNISHING OF SERVICE****1. Application for Service**

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

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

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

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

**2. Payment for Service**

- a. The customer is responsible for payment; monthly, or on demand, of all charges for facilities and services furnished the customer, including charges for services originated, or charges accepted, at such facilities. Charges are payable at the Telephone Company's Business offices or at any agency authorized to receive such payments.
- b. Bills are rendered monthly and include charges for local service for the current service month.
- c. Prior written notice will be given if service is to be temporarily denied or the contract terminated for the non-payment of any sum due in accordance with Paragraph D.5. following. Service will not be denied prior to five days from the date contained on said notice.
- d. All service, provided to the same customer as one business service, regardless of the tariff under which the service is provided, is considered one service for payment purposes. All service may be disconnected for non-payment even though payment is current for service provided under one or more tariffs.
- e. Where the Company provides billing inquiry service, customer inquiries relative to toll charges will be responded to promptly by the Company.

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**LOCAL SERVICES TARIFF**

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**SECTION 2 – REGULATIONS, (CONT'D.)****D. ESTABLISHMENT AND FURNISHING OF SERVICE, (CONT'D.)****3. Payment for Service, (Cont'd.)**

f. Where the inquiry service is provided by an IXC or its designated agent, the IXC or agent will be responsible for notifying the Company immediately regarding any bona fide dispute over outstanding toll charges, so that service will not be terminated during the investigation of the dispute.

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

h. **Insufficient Fund Checks**

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

i. **Late Payment Charge**

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

**4. Denials or Disconnection and Restoral of Service**

a. A written notice of discontinuance of service, with reason specified, will be sent fifteen (15) days prior to discontinuance followed by a second written notice five (5) days prior to disconnection of service or cancellation of an application without incurring any liability for any of the following reasons:

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

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SECTION 2 – REGULATIONS, (CONT'D.)

D. ESTABLISHMENT AND FURNISHING OF SERVICE, (CONT'D.)

4. Denials or Disconnection and Restoral of Service, (Cont'd.)

a. (Continued)

5. Customer uses equipment in such a manner as to adversely affect the Company's equipment or service to others.

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

c. Service may not be refused, denied or disconnected for any of the following reasons:

1. Delinquency in payment for service by a previous occupant at the premises to be served;
2. Failure to pay any amount which, according to established payment dispute and resolution procedures, is in bona fide dispute;
3. Failure to pay directory advertising charges or any other non-regulated service charges including 900/700 or any "dial-it"-like service charges.

5. Special Equipment and Arrangements

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

6. Overtime

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

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**LOCAL SERVICES TARIFF**

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**SECTION 2 – REGULATIONS, (CONT'D.)****D. ESTABLISHMENT AND FURNISHING OF SERVICE, (CONT'D.)****7. Individual Case Basis (ICB) Arrangements**

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for the Company's services may be established at negotiated rates on an individual contract basis (ICB), taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on the Company and the Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier's option.

Upon completion of any contractual arrangements entered into under this section, the Company will file additional tariff sheets as an amendment to this tariff summarizing the services, rates, terms, conditions, and duration of the contract, and will make the contract itself available to the Commission upon the Commission's request. The Company reserves the right to protection from public disclosure of proprietary information contained in such contracts as allowed under law.

**8. Telecommunications relay Service (TRS)**

Enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar device, to communicate freely with the hearing population who do not use a text telephone. A Customer will be able to access the state provider to complete such calls. The Company does not impose any charge to end users for access to Telecommunications Relay Service. However, persons using this Service are liable for applicable per call/increment charges.

**9. Provisions for Certain State and Local Taxes and Fees**

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

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**SECTION 2 – REGULATIONS, (CONT'D.)****E. EMERGENCY NUMBER 911 SERVICE**

This service is offered solely as an aid in handling assistance calls in connection with fire, police or 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 to 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 this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

The Company is not responsible for any infringement or invasions 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 Customers, agencies or municipalities, or the employees or agents of any one of them.

**F. 811 SERVICE**

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

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

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

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

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

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SECTION 2 – REGULATIONS, (CONT'D.)

F. 811 SERVICE, (CONT'D.)

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

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

The Company's liability with respect to 811 Service, including damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities provided by the Company, shall be limited to the terms set forth in Section 2, part B of this tariff.

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

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**LOCAL SERVICES TARIFF**

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**SECTION 3 - DIRECTORY LISTINGS****A. TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

Special arrangement of names is not permitted.

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

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

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## SECTION 3 - DIRECTORY LISTINGS, (CONT'D.)

## A. TERMS AND CONDITIONS, (CONT'D.)

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

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

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

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

- a. Use of name and address for the rendering the interexchange carrier's bill to the customer.
- b. Release of the telephone number only for purposes of detail billing.

## 1. Definitions

## a. Primary Listing

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

## b. Additional Listings

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

## c. Alternate Listings

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

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## SECTION 3 - DIRECTORY LISTINGS, (CONT'D.)

## A. TERMS AND CONDITIONS, (CONT'D.)

## 1. Definitions, (Cont'd.)

## d. Non-Published Service

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

## e. Foreign Listings

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

## B. RATES AND CHARGES

Nonrecurring Charges:Per Listing or Per number charges

Additional Listing	\$20.00
Alternate Listings	\$20.00
Non-Published Number	\$20.00
Foreign Listings	\$20.00

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

Recurring Charges:

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

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SECTION 4 - DIRECTORY ASSISTANCE SERVICE

A. TERMS AND CONDITIONS

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

B. RATES AND CHARGES

Each call to directory assistance will be charged as follows:

\$1.99

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

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

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

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

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 LOCAL SERVICES TARIFF
 

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## SECTION 5 - OPERATOR ASSISTANCE

## A. SERVICE DESCRIPTIONS

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

## B. RATES AND CHARGES

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

General Assistance	\$ 1.00
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2. Rates for busy line verification and interrupt services, as specified below, will apply under the following circumstances, per request:
  - a. The operator verifies that the line is busy with a call in progress.
  - b. The operator verifies that the line is available for incoming calls.
  - c. The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.
 

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

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## SECTION 6 – BUSINESS EXCHANGE SERVICE

## A. BUSINESS ACCESS LINES

## 1. General

Business Access Lines may be purchased individually.

## 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.

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.

Business Access Lines provide unlimited local calling within the customer's local calling area. The local calling area shall be the same as the local calling areas of the facilities-based Carriers with whom a resale agreement exists between such Carrier and CBTS, unless stated otherwise in the tariff.

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

## 3. Rates and Charges

## a. Monthly Charge

First Lines	\$49.75
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Additional Lines, All Accounts	\$49.75
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## b. Nonrecurring Charge

1. To establish or move an Business Access Line, per line	\$50.00
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2. To change telephone number associated with a Business Access Line, per telephone number	\$12.25
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3. To change billing arrangements associated with Business Access Lines, per line	\$12.25
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**SECTION 6 – BUSINESS EXCHANGE SERVICE, (CONT'D.)****B. BUSINESS LOCAL SERVICE BUNDLE****1. General**

Business Local Service Bundles provide a flat rate line with unlimited local calling, in combination with the value added services listed below. 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.

**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.

**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. Rates and Charges**

Monthly Charge - \$69.95

Nonrecurring Charge - \$60.00

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**SECTION 7 – PRI SERVICE****A. TERMS AND CONDITIONS****1. Service Description**

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 B.5 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. All Bearer Trunk Channels use MF or DTMF signaling.

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).

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.

Only flat rate trunk channels are available.

**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.

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**SECTION 7 – PRI SERVICE, (CONT'D.)****A. TERMS AND CONDITIONS, (CONT'D.)****2. Definitions, (Cont'd.)****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.

**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.

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

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**SECTION 7 – PRI SERVICE, (CONT'D.)****A. TERMS AND CONDITIONS, (CONT'D.)****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.

**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.

**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.



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## SECTION 7 – PRI SERVICE, (CONT'D.)

## B. RATES AND CHARGES

1.	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 2)	\$207.40	\$4.15
2.	Optional Features		
	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 2: 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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SECTION 8 - EXCHANGE AREAS & LOCAL CALLING AREAS

The Company will adopt the service area(s), exchange boundaries and local calling areas of the facilities-based carrier with whom the Company has a resale or interconnection agreement in effect.

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**SECTION 9 - PROMOTIONS**

The Company, from time to time, may make promotional offerings of its services, which may include waiving or reducing the applicable charges for the promoted service. Promotions will be filed as separate tariff sheets.

All promotions will be limited in duration, and will identify a definite, reasonable time period during which the promotion will be in effect. A promotion may also be limited as to the locations where the offerings are made. A promotion may also, if so designated, provide for its conclusion upon the occurrence of a promotion-related event that is reasonably certain to occur, although the timing may not be certain.

All promotions shall be made available to other carriers for resale, and shall be priced, in conjunction with the entire service offering as a whole, above the Company's total service long run incremental cost.

Promotions will be implemented with at least one day's notice prior to the effective date of each promotion.

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