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# COMPETITIVE LOCAL EXCHANGE CARRIER

# CBTS Technology Solutions LLC Business Services Only COMPETITIVE LOCAL EXCHANGE CARRIER Regulations and Schedule of Charges

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

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provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

This tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the company's place of business: 221 East Fourth Street, 103-1080, Cincinnati, Ohio 45202.

Issued: November 21, 2017 Effective: November 22, 2017

Issued by: Ted Heckmann, Senior Director Regulatory & Government Affairs

221 E. Fourth St., 103-1080 Cincinnati, Ohio 45202

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#### COMPETITIVE LOCAL EXCHANGE CARRIER

# CBTS Technology Solutions LLC Business Services Only COMPETITIVE LOCAL EXCHANGE CARRIER Regulations and Schedule of Charges

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Issued: November 21, 2017 Effective: November 22, 2017

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221 E. Fourth St., 103-1080

Cincinnati, Ohio 45202 PAx1701

Supplement No. 1 Telephone - Pa. P.U.C. Tariff No. 1

1st Revised Page 2

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Cancels Original Page 2

# COMPETITIVE LOCAL EXCHANGE CARRIER

#### LIST OF MODIFICATIONS

Supplement Title Page 1 Supplement No. 1 1st Revised Title Page 1 Updates Company Name

1st Revised Page 2 Updates List of Modifications page

1<sup>st</sup> Revised Page 3 Updates Check Sheet

Issued: November 21, 2017 Effective: November 22, 2017

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221 E. Fourth St., 103-1080

Cincinnati, Ohio 45202 PAx1701

# COMPETITIVE LOCAL EXCHANGE CARRIER

#### **CHECK SHEET**

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

Page	Revision	Page	Revision	Page	Revision
Supplement '	Γitle Page 1*	32	Original	64	Original
Title Page 1	1st Revised*	33	Original	65	Original
2	1st Revised*	34	Original	66	Original
3	1st Revised*	35	Original	67	Original
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<sup>\* -</sup> Indicates those pages included with this filing

Issued: November 21, 2017 Effective: November 22, 2017

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221 E. Fourth St., 103-1080

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ISSUED BY: Christopher J. Wilson, Vice President & General Counsel Cincinnati Bell Any Distance Inc.

221 E. Fourth Street

Cincinnati, Ohio 45201

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Cincinnati Bell Any Distance Inc.

#### TARIFF FORMAT

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

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ISSUED BY: Christopher J. Wilson, Vice President & General Counsel

Cincinnati Bell Any Distance Inc.

# EXPLANATION OF SYMBOLS USED IN THIS TARIFF

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

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

ISSUED: March 22, 2010 EFFECTIVE: March 23,

2010

ISSUED BY: Christopher J. Wilson, Vice President & General Counsel

Cincinnati Bell Any Distance Inc.

#### 1. APPLICATION OF TARIFF AND DEFINITIONS

#### 1.1 APPLICATION OF TARIFF

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

ISSUED: March 22, 2010 EFFECTIVE: March 23,

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ISSUED BY: Christopher J. Wilson, Vice President & General Counsel

Cincinnati Bell Any Distance Inc.

#### 1. APPLICATION OF TARIFF AND DEFINITIONS

#### 1.2 DEFINITIONS

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

#### 1.2.1 Central Office

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

#### 1.2.2 Central Office Line

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

# 1.2.3 Company

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

#### 1.2.4 Commission

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

#### 1.2.5 Contract

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

#### 1.2.6 Customer

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

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ISSUED BY: Christopher J. Wilson, Vice President & General Counsel

Cincinnati Bell Any Distance Inc.

#### 1. APPLICATION OF TARIFF AND DEFINITIONS

#### 1.2 DEFINITIONS (Continued)

#### 1.2.7 Demarcation Point (Network Interface)

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

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

# (A) Single Unit Installations

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

# (B) Multiunit Installations

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

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ISSUED BY: Christopher J. Wilson, Vice President & General Counsel

Cincinnati Bell Any Distance Inc.

#### 1. APPLICATION OF TARIFF AND DEFINITIONS

# 1.2 DEFINITIONS (Continued)

# 1.2.8 Direct Inward Dialing (DID)

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

# 1.2.9 Directory Listing

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

## 1.2.10 Exchange

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

#### 1.2.11 Individual Case Basis (ICB)

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

# 1.2.12 Initial Service Period

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

#### 1.2.13 Local Calling

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

# 1.2.14 Local Exchange Service

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

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ISSUED BY: Christopher J. Wilson, Vice President & General Counsel

Cincinnati Bell Any Distance Inc.

#### 1. APPLICATION OF TARIFF AND DEFINITIONS

# 1.2 DEFINITIONS (Continued)

# 1.2.15 Non-Recurring Charges

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

# 1.2.16 Private Branch Exchange (PBX)

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

#### 1.2.17 PA. P.U.C.

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

# 1.2.18 Recurring Charges

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

# 1.2.19 Resale of Services

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

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2010

ISSUED BY:

Christopher J. Wilson, Vice President & General Counsel

Cincinnati Bell Any Distance Inc.

# 1. APPLICATION OF TARIFF AND DEFINITIONS

# 1.2 DEFINITIONS (Continued)

# 1.2.20 Services

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

# 1.2.21 Termination Charge

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

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ISSUED BY: Christopher J. Wilson, Vice President & General Counsel

Cincinnati Bell Any Distance Inc.

#### 1. APPLICATION OF TARIFF AND DEFINITIONS

# 1.3 AVAILABILITY

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

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

ISSUED: March 22, 2010 EFFECTIVE: March 23,

2010

ISSUED BY: Christopher J. Wilson, Vice President & General Counsel

Cincinnati Bell Any Distance Inc.

#### 2. REGULATIONS

#### 2.1 GENERAL

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

Such revisions include:

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

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

2.1.3 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.

ISSUED: March 22, 2010 EFFECTIVE: March 23,

2010

ISSUED BY: Christopher J. Wilson, Vice President & General Counsel

Cincinnati Bell Any Distance Inc.

#### 2. REGULATIONS

#### 2.2 OBLIGATION AND LIABILITY OF COMPANY

#### 2.2.1 Liability Limitations

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

#### 2.2.2 Availability of Facilities

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

# 2.2.3 Service Irregularities and Interruptions

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

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

ISSUED: March 22, 2010 EFFECTIVE: March 23,

2010

ISSUED BY: Christopher J. Wilson, Vice President & General Counsel Cincinnati Bell Any Distance Inc.

#### 2. REGULATIONS

#### 2.2 OBLIGATION AND LIABILITY OF COMPANY (Continued)

#### 2.2.3. Service Irregularities and Interruptions (Continued)

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

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

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

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

ISSUED: March 22, 2010 EFFECTIVE: March 23,

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ISSUED BY: Christopher J. Wilson, Vice President & General Counsel

Cincinnati Bell Any Distance Inc.

#### 2. REGULATIONS

# 2.2 OBLIGATION AND LIABILITY OF COMPANY (Continued)

# 2.2.3 Service Irregularities and Interruptions (Continued)

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

# 2.2.4 Transmitting Messages

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

# 2.2.5 Use of Connecting Company Lines

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

# 2.2.6 Defacement of Premises

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

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

ISSUED: March 22, 2010 EFFECTIVE: March 23,

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ISSUED BY: Christopher J. Wilson, Vice President & General Counsel

Cincinnati Bell Any Distance Inc.

#### 2. REGULATIONS

#### 2.3 USE OF SERVICE AND FACILITIES

# 2.3.1 Ownership and Use of Service and Equipment

#### A. General

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

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

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

#### B. Resale

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

ISSUED: March 22, 2010 EFFECTIVE: March 23,

2010

ISSUED BY: Christopher J. Wilson, Vice President & General Counsel

Cincinnati Bell Any Distance Inc.

#### 2. REGULATIONS

#### 2.3 USE OF SERVICE AND FACILITIES (Continued)

#### 2.3.2 Connections of Customer-Provided Terminal Equipment and Communications Systems

#### A. General Provisions

#### 1. General

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

# 2. Responsibility of the Customer

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

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

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ISSUED BY: Christopher J. Wilson, Vice President & General Counsel

Cincinnati Bell Any Distance Inc.

#### 2. REGULATIONS

# 2.3 USE OF SERVICE AND FACILITIES (Continued)

- 2.3.2 Connections of Customer-Provided Terminal Equipment and Communications Systems (Continued)
  - A. General Provisions (Continued)
    - 3. Responsibility of The Company

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

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

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

4. Recording of Two-Way Telephone Conversations

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

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ISSUED BY:

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

#### 2. REGULATIONS

#### 2.3 USE OF SERVICE AND FACILITIES (Continued)

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

#### A. General Provisions (Continued)

## 5. Violation of Regulations

When any customer-provided terminal equipment or communications system is used with telecommunications services in violation of any of the provisions in this Section, 2.3.2, 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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Cincinnati Bell Any Distance Inc.

#### 2. REGULATIONS

#### 2.4 ESTABLISHMENT AND FURNISHING OF SERVICE

# 2.4.1 Application for Service

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

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

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

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

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Cincinnati Bell Any Distance Inc.

#### 2. REGULATIONS

# 2.4 ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

# 2.4.2 Deposits

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

# 2.4.3 Telephone Numbers

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

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Cincinnati Bell Any Distance Inc.

#### 2. REGULATIONS

# 2.4 ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

# 2.4.4 Payment for Service

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

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Cincinnati Bell Any Distance Inc.

#### 2. REGULATIONS

#### 2.4 ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

# 2.4.4 Payment for Service (Continued)

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.

# 2.4.5 Denials or Disconnection and Restoral of Service

- A. Upon five (5) days written notice, the Company may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:
  - 1. Non-payment of any sum due to the Company for service for more than thirty days beyond the date of rendition of the bill for such service;
  - 2. Violation of any regulation governing the service under this tariff;
  - 3. Violation of any law, rule, or regulation of an government authority having jurisdiction over the service; or
  - 4. The Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
  - 5. Customer uses equipment in such a manner as to adversely affect the Company's equipment or service to others.

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ISSUED BY:

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

#### 2. REGULATIONS

#### 2.4 ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

- 2.4.5 Denial or Disconnection and Restoral of Service (Continued)
  - B. The Company reserves the right to discontinue or refuse service because of abuse or fraudulent use of service. Abuse or fraudulent use of service includes the use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information without payment of appropriate charges, or violation of any law or regulation pertaining to telecommunications service.
  - C. Service may not be refused, denied or disconnected for any of the following reasons:
    - 1. Delinquency in payment for service by a previous occupant at the premises to be served;
    - 2. Failure to pay any amount which, according to established payment dispute and resolution procedures, is in bona fide dispute;
    - 3. Failure to pay directory advertising charges or any other non-regulated service charges including 900/700 or any "dial-it"-like service charges.

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Cincinnati Bell Any Distance Inc.

#### 2. REGULATIONS

# 2.4 ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

# 2.4.6. Maintenance and Repairs

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

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

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

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

Maintenance of Service Charge:

A. During Normal Working Hours \$265.00 per visit

B. Outside of Normal Working Hours \$400.00 per visit

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

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

New Year's Day Memorial Day Martin Luther King Jr.

Day

Independence DayLabor DayThanksgiving DayDay after ThanksgivingPresidents' DayChristmas Day

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ISSUED BY: Christopher J. Wilson, Vice President & General Counsel

Cincinnati Bell Any Distance Inc.

#### 2. REGULATIONS

#### 2.4 ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

#### 2.4.7 Special Equipment and Arrangements

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

#### 2.4.8 Overtime

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

#### 2.4.9 Individual Case Basis (ICB) Arrangements

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

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Cincinnati Bell Any Distance Inc.

#### 2. REGULATIONS

# 2.4 ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

# 2.4.10 Identity of Customer-Announcement Facilities

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

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

# 2.4.11 Wire Tap Investigation

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

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Cincinnati Bell Any Distance Inc.

#### 2. REGULATIONS

#### 2.4 ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

#### 2.4.12 Provisions for Certain State and Local Taxes and Fees

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

# 2.4.13 Promotional Offerings

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

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ISSUED BY: Christopher J. Wilson, Vice President & General Counsel

Cincinnati Bell Any Distance Inc.

# 2. REGULATIONS

# 2.5 DIRECTORIES

#### 2.5.1 Ownership and Use

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

#### 2.5.2 Distribution

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

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ISSUED BY: Christopher J. Wilson, Vice President & General Counsel

Cincinnati Bell Any Distance Inc.

#### 2. REGULATIONS

#### 2.6 VARIABLE TERM PAYMENT PLAN

#### 2.6.1 General

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

#### 2.6.2 Regulations

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

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#### 2. REGULATIONS

#### 2.6 VARIABLE TERM PAYMENT PLAN (Continued)

# 2.6.2 Regulations (Continued)

#### B. Renewal Options

The customer has the following renewal options:

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

# C. Early Contract Termination

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

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

#### D. Additions

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

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#### 2. REGULATIONS

# 2.5 VARIABLE TERM PAYMENT PLAN (Continued)

# 2.5.2 Regulations (Continued)

## E. Upgrades

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

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

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## 2. REGULATIONS

## 2.6 VARIABLE TERM PAYMENT PLAN (Continued)

## 2.6.2 Regulations (Continued)

## F. Downgrades

1. Allowable downgrades for installed services are specified in product

tariffs.

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

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#### 2. REGULATIONS

# 2.6 VARIABLE TERM PAYMENT PLAN (Continued)

# 2.6.2 Regulations (Continued)

G. Requests for Changes in Length of Initial Payment Period

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

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

# H. Supersedure

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

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

#### 2. REGULATIONS

#### 2.7 EMERGENCY NUMBER 911 SERVICE

## 2.7.1 Glossary of Terms

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

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

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

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

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

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

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Cincinnati Bell Any Distance Inc.

# 2. REGULATIONS

#### 2.7 EMERGENCY NUMBER 911 SERVICE (Continued)

## 2.7.2 General

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

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

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

# 2.7.3 Regulations

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

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Cincinnati Bell Any Distance Inc.

#### 2. REGULATIONS

## 2.7 EMERGENCY NUMBER 911 SERVICE (Continued)

## 2.7.3. Regulations (Continued)

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

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#### 2. REGULATIONS

#### 2.7 EMERGENCY NUMBER 911 SERVICE (Continued)

## 2.7.3 Regulations (Continued)

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

#### 2.8 811 SERVICE

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

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

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

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

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

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#### 2. REGULATIONS

## 2.8 811 SERVICE (Continued)

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

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

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

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

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#### 2. REGULATIONS

#### 2.9 PENNSYLVANIA TELECOMMUNICATIONS RELAY SERVICE

#### 2.9.1 General

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

# 2.9.2 Surcharge

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

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

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

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

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

Per business access line, per month

\$0.08

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## 2. REGULATIONS

# 2.9 PENNSYLVANIA TELECOMMUNICATIONS RELAY SERVICE (Continued)

# 2.9.2 Surcharge (Continued)

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

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

## 2.9.3 Rates

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

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Cincinnati Bell Any Distance Inc.

#### 2. REGULATIONS

#### 2.10TOLL PRESUBSCRIPTION

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

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

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

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

- At the option of the IXCs, the nonrecurring charge for a change in toll presubscription, as 2.10.2 provided herein, may be billed to the IXCs, instead of the end user. This may involve charges resulting from end-user initial free choice Preferred Interexchange Carrier (PIC), as specified in 2.10.3.A following.
- 2.10.3 Presubscription Charge Application
  - A. End user choices for toll presubscription:
    - Designating an intraLATA and interLATA IXC(s) as primary carrier(s) thereby requiring no access code to access those IXCs' service. End users are not required to choose the same IXC for intraLATA and interLATA toll presubscription. Other nonpresubscribed IXCs are accessed by dialing 10XXX, 101XXXX, or other required codes.
    - Choosing no carrier as a primary carrier thus requiring 10XXX or 101XXXX code dialing to access all IXCs.
  - В. If a new customer cannot decide upon presubscription IXCs, the Telephone Company may extend a 30-day period following completion of the initial service request to make a choice without charge. In the interim, the customer will be assigned as a 'No-PIC' and must dial an access code to make toll calls.

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#### 2. REGULATIONS

## 2.10TOLL PRESUBSCRIPTION (Continued)

## 2.10.3 Presubscription Charge Application (Continued)

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

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

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

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

# 2.10.4 End User Charge Discrepancy

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

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#### 2. REGULATIONS

## 2.10TOLL PRESUBSCRIPTION (Continued)

## 2.10.4 End User Charge Discrepancy (Continued)

## B. Verification of Orders for Telemarketing

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

## 2.10.5 PIC Switchback Option-Business/Residence

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

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

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

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

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Cincinnati Bell Any Distance Inc.

## 2. REGULATIONS

# 2.10TOLL PRESUBSCRIPTION (Continued)

# 2.10.6 Application of charges

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

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

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

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

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Cincinnati Bell Any Distance Inc.

#### 3. DIRECTORY LISTINGS

#### 3.1 TERMS AND CONDITIONS

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

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

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

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

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

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

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

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ISSUED BY: Christopher J. Wilson, Vice President & General Counsel

Cincinnati Bell Any Distance Inc.

#### 3. DIRECTORY LISTINGS

# 3.1 TERMS AND CONDITIONS (Continued)

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

Special arrangement of names is not permitted.

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

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

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

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

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

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# 3. DIRECTORY LISTINGS

# 3.1 TERMS AND CONDITIONS (Continued)

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

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

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

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## 3. DIRECTORY LISTINGS

#### 3.2 DEFINITIONS

#### 3.2.1 Primary Listing

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

### 3.2.2 Additional Listings

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

# 3.2.3 Alternate Listings

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

## 3.2.4 Non-Published Service

Non-published listings are not printed in directories nor available from directory assistance. A 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.

# 3.2.5 Foreign Listings

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

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## 3. DIRECTORY LISTINGS

# 3.3 RATES AND CHARGES

# Non-Recurring Charges:

Per Listing or	
Per number charges	

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

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

# **Recurring Charges:**

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

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#### 4. DIRECTORY ASSISTANCE SERVICE

#### 4.1 TERMS AND CONDITIONS

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

## 4.2 RATES AND CHARGES

Each call to directory assistance will be charged as follows:

\$1.99

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

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

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

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

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#### 5. OPERATOR ASSISTANCE

## 5.1 SERVICE DESCRIPTIONS

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

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## 5. OPERATOR ASSISTANCE

# 5.2 RATES AND CHARGES

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

General Assistance

\$ 1.00

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

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

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Cincinnati Bell Any Distance Inc.

#### 6. BUSINESS EXCHANGE SERVICE

#### 6.1 General

Business Access Lines may be purchased individually.

## 6.2 Terms and Conditions

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

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

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

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

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

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

\$49.75

# 6.3 Rates and Charges

6.3.2

#### 6.3.1 Monthly Charge

First Lines

Additional Lines, All Accounts	49.75
NonRecuring Charge	
To establish or move an Business Access Line, per line	50.00
To change telephone number associated with a Business Access Line, per telephone number	12.25
To change billing arrangements associated with Business Access Lines, per line	12.25

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ISSUED BY: Christopher J. Wilson, Vice President & General Counsel

Cincinnati Bell Any Distance Inc.

#### 7. PRI SERVICE

#### 7.1 GENERAL

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

## 7.2 TERMS AND CONDITIONS

#### 7.2.1 Regulations

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

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#### 7. PRI SERVICE

# 7.2 TERMS AND CONDITIONS (Continued)

## 7.2.1 Regulations (Continued)

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

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#### 7. PRI SERVICE

## 7.2 TERMS AND CONDITIONS (Continued)

## 7.2.1 Regulations (Continued)

## N. Early Termination

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

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

## 7.2.2 Optional Features

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

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

ISSUED: March 22, 2010 EFFECTIVE: March 23,

2010

ISSUED BY: Christopher J. Wilson, Vice President & General Counsel Cincinnati Bell Any Distance Inc.

## 7. PRI SERVICE

# 7.3 RATES AND CHARGES

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

# Non-Recurring Charges

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

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# 7. PRI SERVICE

# 7.3 RATES AND CHARGES (Continued)

Monthly	y Recurring	Charges

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

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2010

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Cincinnati Bell Any Distance Inc.

#### 8.1 SERVICE AREA

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

# 8.2 CALLING AREAS

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

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

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Cincinnati Bell Any Distance Inc.

# 8.2 CALLING AREAS (continued)

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

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Cincinnati Bell Any Distance Inc.

# 8.2 CALLING AREAS (continued)

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

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Cincinnati Bell Any Distance Inc.

# 8.2 CALLING AREAS (continued)

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

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Cincinnati Bell Any Distance Inc.

# 8. EXCHANGE AREAS

# 8.2 CALLING AREAS (continued)

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

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# 8. EXCHANGE AREAS

# 8.2 CALLING AREAS (continued)

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

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Cincinnati Bell Any Distance Inc.

# 8. EXCHANGE AREAS

# 8.2 CALLING AREAS (continued)

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

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# 8. EXCHANGE AREAS

# 8.2 CALLING AREAS (continued)

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

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