

TITLE SHEET

TARIFF APPLICABLE TO
EXCHANGE SERVICES

90-9238-TP-TRF

Services may be performed by resale of services provided by other telephone companies.

Descriptions, Regulations, Rates and Charges applicable to services furnished by Citynet Ohio, LLC ("Citynet" or "Company"), including dedicated line and message services and switched exchange services for locations served to and from points in the State of Ohio.

This tariff is on file with the Public Utility Commission of Ohio, and copies may be inspected during normal business hours, at the Company's principal place of business, 343 N. Front Street Suite 400, Columbus, OH 43215.

Issued Pursuant to Case No. 11-5146-TP-ATA

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SEVERABILITY

In case any one or more of the provisions contained in this Tariff shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Tariff and this Tariff shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of this Tariff.

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APPLICATION OF TARIFF

This tariff applies to service offerings to businesses provided by Citynet Ohio, LLC. Residential service is not available.

With respect to Local Services, the Company provides service to customers in those areas served by a facilities-based carrier with which the Company has executed an interconnection agreement.

The list provided below is where Company will be offering resold service through an approved interconnection agreement with AT&T Ohio, Cincinnati Bell Telephone Company, United Telephone Company of Ohio dba Embarq, Verizon North and Windstream Ohio. Company is mirroring exchanges of AT&T Ohio, Cincinnati Bell, Embarq, Verizon North and Windstream Ohio in the following counties:

Adams	Greene	Pike
Allen	Guernsey	Pickaway
Ashtabula	Hamilton	Portage
Ashland	Hancock	Preble
Athens	Hardin	Richland
Belmont	Highland	Ross
Brown	Holmes	Sandusky
Butler	Huron	Scioto
Carroll	Jackson	Seneca
Champaign	Jefferson	Shelby
Clark	Knox	Stark
Clermont	Lake	Summit
Clinton	Lawrence	Trumbull
Columbiana	Licking	Tuscarawas
Coshocton	Lucas	Union
Cuyahoga	Madison	VanWert
Darke	Mahoning	Vinton
Delaware	Marion	Warren
Erie	Medina	Washington
Fairfield	Meigs	Wayne
Fayette	Miami	Williams
Franklin	Monroe	Wood
Fulton	Montgomery	Wyandot
Gallia	Muskingum	
Geauga	Perry	

Additional counties will be added as new interconnection agreements are reached.

1. DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

Basic Local Exchange Services: means residential-end-user access to and usage of telephone-company-provided services over a single line or small-business-end-user access to and usage of telephone-company-provided services over the primary access line of service, which in the case of residential and small-business access and usage is not part of a bundle or package of services, that does both of the following:

- (a) Enables a customer to originate or receive voice communications within a local service area as that area exists on the effective date of the amendment of this section by S.B. 162 of the 128th general assembly;
- (b) Consists of all of the following services:
 - (i) Local dial tone service;
 - (ii) For residential end users, flat-rate telephone exchange service;
 - (iii) Touch tone dialing service;
 - (iv) Access to and usage of 9-1-1 services, where such services are available;
 - (v) Access to operator services and directory assistance;
 - (vi) Provision of a telephone directory in any reasonable format for no additional charge and a listing in that directory, with reasonable accommodations made for private listings;
 - (vii) Per call, caller identification blocking services;
 - (viii) Access to telecommunications relay service; and
 - (ix) Access to toll presubscription, interexchange or toll providers or both, and networks of other telephone companies.

Business Line: A communication service provided by a telephone operating company which allows a subscriber of Company access to the telephone dial network.

Company: Citynet Ohio, LLC, also referred to as "Citynet".

Commission: Public Utilities Commission of Ohio also referred to as "PUCO"

1. DEFINITIONS (cont'd)

Local Calling Area: Unless otherwise specified, local calling area for the Company shall be the same as the local calling area established by the LEC in the area where service is being provided.

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

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

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

Regular Billing: The term "Regular Billing" denotes a standard bill sent in the normal monthly Company billing cycle. This billing consists of one bill for each account assigned to the customer with explanatory detail showing the derivation of the charges.

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

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

2. RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company is a local facilities-based and reseller providing intraexchange telecommunications service for transmission of voice, data, facsimile, and special service on a switched and dedicated basis to businesses. Company will provide technical assistance to Customers to assist in meeting the Customer's requirements for both interexchange and local communications service.

The Company arranges for the installation, operation and maintenance of the service provided in this tariff for the Customer in accordance with the terms and conditions set forth in this tariff.

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

2.1.2 Terms and Conditions

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

2. RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.2 Terms and Conditions (cont'd)

- D. Service may be terminated upon written notice to the Customer if:
- 1) the Customer is using the service in violation of this tariff; or
 - 2) the Customer is using the service in violation of the law.
- E. This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.
- F. Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G. To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its' Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- H. The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.
- I. Customers have certain rights and responsibilities for the provisioning of basic local exchange service ("BLES") as set forth in Ohio Administrative Code Rule 4901:1-6-12. These rights and responsibilities include customer deposit, complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

2. RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.3 Non-routine Installation

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

2.14 Special Construction

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

- 1) where facilities other than cable pairs are not presently available, and there is no other requirement for the facilities so constructed;
- 2) of a type other than that which the Company would normally utilize in the furnishing of its services;
- 3) over a route other than that which the Company would normally utilize in the furnishing of its services;
- 4) in a quantity greater than that which the Company would normally construct;
- 5) on an expedited basis;
- 6) on a temporary basis until permanent facilities are available;
- 7) involving abnormal costs; and
- 8) in advance of its normal construction.

3. EXCHANGE SERVICE

This Section describes facilities-based and resale exchange services for which charges are applied.

3.1 Connection Charges

3.1.1 General

The Connection Charge is a nonrecurring charge which applies to the ordering, installing, moving, changing, rearranging for furnishing telephone services and facilities. Any one or combination of all elements of the connection charges may apply, depending upon the customer's request.

The customer may request an estimate or a firm bid before ordering installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested.

3.1.2 Exceptions to the Charge

- A. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.
- B. The Company may from time to time waive or reduce the charge as part of a promotion. See 4.3.

3.2 Service Order Charge

A service Order Charge applies per customer order, for all work or services ordered to be provided at one time, on the same premises, for the same customer.

See Section 9 for charges. The rates and charges listed are in addition to all other applicable rates and charges for the facilities furnished.

3. EXCHANGE SERVICE (cont'd)

3.3 Restoration Charge

A Restoral Charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of service, as deemed in Section 1 of this Tariff.

See Section 7 for charges. The rates and charges listed are in addition to all other applicable rates and charges for the facilities furnished.

3.4 Moves, Adds and Changes

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of a vertical service to existing equipment and/or service at one location.

Change: Change - including rearrangement or reclassification - of existing service at the same location.

3. EXCHANGE SERVICE (cont'd)

3.4 Moves, Adds and Changes (cont'd)

	<u>Nonrecurring</u>
Primary Service Order Charge, per order	\$35.00
Add/move lines, trunks, T-1/PRI, IAD, and Total Communications	
Change analog PBX trunks	
Convert RCF to UNE and vice versa	
Secondary Service Order Charge, per order	\$20.00
Add/change Custom Calling or Miscellaneous features	
Add/change toll blocking options, Add/change DID Services	
Change RCF terminating number, Change hunting arrangement	
Upgrade/downgrade IAD channels, Add/change voicemail	
Account Set-Up Fee, per account, per location (Applies when establishing a new account with the Company)	\$25.00
Record Order Charge, per order	\$20.00
Add or change directory listings	
Change billing name or other changes to billing account	
Invoice consolidation/deconsolidation	
Telephone Number Change Charge	\$35.00
To change phone number	

3.5 Premises Visit

3.5.1 Terms and Conditions

A Premises Visit Charge applies per customer order, for all work or services ordered to be provided at one time on the same premises, for the same customer. When more than one visit is required to complete the work as originally ordered, only one Premises Visit Charge applies. A Premises Visit Charge applies to each premises visited for the purpose of installation, removal, reconnection or changing of regulated facilities and to connect a line between different buildings on different premises, whether or not mileage charges are applicable to such lines. A Premise Visit Charge also applies when a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire. The Customer will be advised, before a visit to his or her premises, of the possibility of a Premise Visit charge. The Company or its agent will provide a written statement of the time and charges for any Premise visit charge to the Customer or his designated agent before leaving the Customer's premises. The Company or its agent will request the Customer or his or his designated agent to signify his acceptance of the statement of time and charges by affixing his signature to the statement. Testing to the customer Premise will be done to determine whether a customer Premise is necessary before dispatch. See Section 9.1.4 for charges. The rates and charges listed are in addition to all other applicable rates and charges for the facilities furnished.

3. EXCHANGE SERVICE (cont'd)

3.6 Central Office Line Charge

A Central Office Line Charge applies to arranging (A. line(s) to provide service between the central office and the customer's premises.

See Section 9 for charges. The rates and charges listed are in addition to all other applicable rates and charges for the facilities furnished.

3.7 Primary Interexchange Carrier Change Charge

The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's line after the initial installation of service.

See Section 9 for charges. The rates and charges listed are in addition to all other applicable rates and charges for the facilities furnished.

4. BUSINESS NETWORK SWITCHED SERVICES

4.1 Service Descriptions and Rates

4.1.1 Local Business Line Service

A. General

Local Business Line Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at an on usage basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Basic Business Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual tone Multi Frequency (DTMF).
Directionality:	Two-Way, In-Only or Out-Only, at the option of the customer

4. BUSINESS NETWORK SWITCHED SERVICES (cont'd)

4.1 Service Descriptions and Rates (cont'd)

4.1.1 Local Business Line Service (cont'd)

1. Message Rate Basic Business Line Service

a. Description

Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the customer's service in addition to a base monthly charge. Local calling areas are as specified in Section 8.

b. Monthly Charges

Basic Business Line Service with Touch Tone
(Single Line) \$20.25

Per Message Charge - In Addition to Access Line
(After 73 Message Call Allowance) \$0.06

2. Flat Rate Local Business Line Service

a. Description

Calls to points within the local exchange area are charged a base monthly charge only. Local calling areas are as specified in Section 11.

b. Monthly Charges

Basic Business Line Service with Touch Tone
(Single Line) \$32.25

Per Message Charge - In Addition to Access Line
(After 73 Message Call Allowance) N/A

5. SPECIAL ARRANGEMENTS

5.1 Special Construction

5.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- 1) Nonrecurring charges;
- 2) Recurring charges;
- 3) Termination liabilities; or
- 4) Combinations of 1), 2) and 3).

5.1.2 Basis for Cost Computation

The costs referred to in 5.1.1 preceding may include one or more of the following items to the extent they are applicable:

- 1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) Equipment and materials provided or used;
 - b) Engineering, labor and supervision;
 - c) Transportation; and
 - d) Rights of way and/or any required easements.
- 2) Cost of maintenance;
- 3) Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- 4) Administration, taxes and uncollectible revenue on the basis of reasonable average cost for these items;
- 5) License preparation, processing and related fees;
- 6) Tariff preparation, processing and related fees;
- 7) Any other identifiable costs related to the facilities provided; or
- 8) An amount for return and contingencies.

5. SPECIAL ARRANGEMENTS (cont'd)

5.1 Special Construction (cont'd)

5.1.3 Termination of Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - 1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) Equipment and materials provided or used;
 - b) Engineering, labor and supervision;
 - c) Transportation; and
 - d) Rights of way and/or any required easements.
 - 2) License preparation, processing and related fees;
 - 3) Tariff preparation, processing and related fees;
 - 4) Cost of removal and restoration, where appropriate; and
 - 5) Any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The termination liability method for calculation the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 5.1.3.B. preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 5.1.3.B. preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.
- D. 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.

5. SPECIAL ARRANGEMENTS (cont'd)

5.2 Non Routine Installation and/or Maintenance

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

6. LOCAL CALLING AREAS

6.1 Exchange Definition

The Company offers Local Exchange Service within the AT&T Ohio, Cincinnati Bell Telephone Company, United Telephone Company of Ohio dba Embarq, Verizon North, and Windstream Ohio territories and concurs in their filed exchange areas and exchange Maps. For local calling areas, Citynet mirrors the local areas of AT&T Ohio, Cincinnati Bell Telephone Company, United Telephone Company of Ohio dba Embarq, Verizon North, and Windstream Ohio.

6.2 Local Calling Area

Each customer shall have the local calling area of the normal exchange in which the customer is located.

7. ADDITIONAL RATES AND CHARGES

7.1 Non-recurring Charges

7.1.2	Restoration Charge	\$35.00
7.1.3	Premise Visit Charge	\$100.00
	1 st Hour Minimum Labor Charge	\$52.00
	Each additional 15 minutes after 1 st hour	\$16.25
	Labor for any portion of 1 st hour premium* time	\$85.00
	Labor for any portion of an additional 15 minutes premium* time	\$21.25

*Applies outside of normal work hours (8 a.m. to 5 p.m. Monday through Friday) and on Holidays

7.1.4	Central Office Line Charge	\$35.00
7.1.5	Primary Interexchange Carrier Change (PICC) Charge, first line	\$5.00
	Each additional line	\$1.50

7.2 Telephone Surcharges/Taxes

7.2.1 General

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges and taxes may apply to the customer's monthly billing statement: Federal Access or End User Common Line (EUCL), for Single Line Business, Multi-Line Business, Basic Rate Interface (BRI); Local Number Portability (LNP); Primary Interexchange Carrier Charge (PICC); Universal Service Fund (USF); Telecommunications Relay Service (TRS); and 911 surcharges will also be charged as applicable. The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges and taxes (however designated) (including without limitation sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of Network Services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.