
Basic Local Exchange Service

Cox Ohio Telcom, LLC

Regulations and Schedule of Charges
Applying to the Basic Local Exchange Services
Within the State of Ohio

Basic Local Exchange Service

CHECK SHEET

All pages of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

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Basic Local Exchange Service

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Explanation of Symbols, Refer Marks, and Abbreviations of
Technical Terms Used in this Tariff

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

- (C) To signify a change in regulation.
- (D) To signify a discontinued rate or regulation.
- (E) To signify the correction of an error made in prior revision.
- (I) To signify an increase in rate.
- (M) To signify a moved text.
- (N) To signify a new rate or regulation.
- (R) To signify a reduction in rate.
- (T) To signify change in text, but no change in rate or regulation.

Basic Local Exchange Service

Application of Tariff

This Tariff applies to the furnishing of Cox Communications Basic Local Exchange Service ("BLES"), as defined by reference to the Revised Code. Section 4927.01 of the Revised Code defines BLES as residential end-user access to and usage of telephone-company provided services over a single line, or small business end user access and usage of telephone-company provided service 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 service.

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Telecommunications Service Providers offering Basic Local Exchange Service are subject to the **Commission's service regulations for BLES found in 4901:1-6-12** of the Administrative Code.

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In addition to the regulations and charges herein, this Tariff is subject to specific regulations as may be prescribed by the Public Utilities Commission of Ohio.

Service Area

The Company will provide service to Customers within the service area, consistent with the other terms and conditions of this Tariff. The Ohio Local service area is defined as the exchange areas served as described in Section 3.1.1, local Service Areas/Local Calling Area.

Basic Local Exchange Service

SECTION 1 - Definitions

Certain terms used generally throughout this tariff are defined below.

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Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Business Customer: A Customer receiving local exchange Business Service as defined in this Tariff.

Business Telephone Service: Telephone service provided to:

- A business customer with 1 - 3 local access lines;
- a business location, or
- a residential location, which is listed in the business section of the local telephone book, or
- a residential location advertised or used as a place of business.

Commission: The Public Utilities Commission of Ohio ("**PUCO**" or "**Commission**")

Company: Cox Ohio Telcom, LLC, which is the issuer of this tariff.

Cox: Cox Ohio Telcom, LLC, which is the issuer of this tariff.

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

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Basic Local Exchange Service

SECTION 1 - Definitions, cont'd.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

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.

Local Calling Area: The local calling areas for all Customers served by the Company shall include the exchange areas as defined in Section 3.1.1.

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 Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Presubscription: A process whereby a Customer chooses a long distance carrier and is then able to access that carrier by dialing 1+.

Public Utilities Commission or Commission: The Public Utilities Commission of Ohio ("**PUCO**" or "**Commission**")

Residential Customer: A Customer receiving Residential Service as defined herein.

Residential Service: Service to the following locations:

- Private residences which are not advertised or used as a place of business,
- Private apartments or hotels, rooming houses or boarding houses where service is confined **to the Customer's use,**
- Detached structures when strictly used as a part of the residence on the same premises and is not used as a place of business.
- University Dormitory Rooms

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

Basic Local Exchange Service

SECTION 2 - Regulations

2.1 Undertaking of the Company

The Company concurs in the Minimum Telephone Service Standards as ordered by the Public Utilities Commission of Ohio (PUCO) in its Orders dated February 7, 2007, and Entries on Rehearing July 11 and August 29, 2007, in Case No. 05-1102-TP-ORD. If any Section(s) or Subsection(s) of this tariff differ or do not specifically list the Service Standard, or as they may be amended from time to time by the Commission, the Minimum Telephone Service Standards shall take precedence and supersede any tariff language. These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

2.1.1 Scope

1. The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Ohio under the terms of this Tariff.
2. Customers may use services and facilities provided under this Tariff to obtain access to services offered by other service providers. The Company is responsible under this Tariff only for the services and facilities provided herein, 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.
3. **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 facilities and rights for the construction and maintenance of the necessary poles lines, circuits and equipment and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.**
4. The regulations covering the connection of equipment, accessories or facilities provided and maintained by the Customer are contained in other sections of this Tariff.

2.1.2 Shortage of Equipment or Facilities

1. The Company reserves the right to limit or allocate the use of existing facilities that it deems necessary to manage the lack of facilities or to manage a facility shortage due to **some other cause beyond the Company's control. The Company will not provide additional service or connect new service to any Customer that would contribute to a shortage condition until the problem has been identified and rectified. The Company will incur no liability for call interruptions resulting from the Company's efforts to avoid degradation.**

Basic Local Exchange Service

SECTION 2 - Regulations

2.1 Undertaking of the Company, cont'd.

2.1.2 Shortage of Equipment or Facilities, cont'd.

2. 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 availability and capacity of the Company's fiber optic cable and other facilities as well as facilities the Company may, from time to time, obtain from other carriers to furnish service as required at the sole discretion of the Company.
3. The furnishing of service under this tariff is subject to the availability to the Company of adequate numbering resources and may be subject to the Company's implementation of interconnection arrangements with incumbent local exchange carriers in Ohio.

2.1.3 Terms and Conditions

1. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until cancelled by the Customer. Unless otherwise specified herein, for the purpose of computing charges in this Tariff, a month is considered to have 30 days. All calculations of dates set forth in this Tariff shall be based on calendar days, unless otherwise specified herein.
2. Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, 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.

Basic Local Exchange Service

SECTION 2 - **Regulations, cont'd.**

2.1 Undertaking of the Company, **cont'd.**

2.1.3 **Terms and Conditions, cont'd.**

3. 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 30 days written notice. Any termination shall not relieve 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.
4. This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for the State's choice of laws provisions.
5. Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
6. Cox will **reserve the telephone numbers for Customer's new telephone service.** Reserved telephone numbers may change prior to the time of installation of service. Customers shall not use, publish or advertise reserved numbers until service has been activated. Customer is solely responsible for any expense or loss resulting from **Customer's use, publication or dissemination of these numbers. The Customer has** no property right in the telephone number associated with Cox telephone service; however, if Customer ports telephone numbers from another carrier to Cox, subject to federal or state law, or telephony industry guidelines, Cox will use such numbers **with Customer's** telephone service. After activation, Cox reserves the right to change telephone numbers subject to federal or state law, or telephony industry guidelines.
7. The Customer agrees to operate any Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to Company-provided equipment pursuant to section 2.1.3.8 below.
8. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

Basic Local Exchange Service

SECTION 2 - **Regulations, cont'd.**

2.1 Undertaking of the Company, cont'd.

2.1.4 Liability of the Company

Cox will comply with Part 64, Part D, Appendix A, of the FCC's Rules and Regulations, and the Commission's *Telephone Company Procedures and Standards* set forth in O.A.C. 4901:1-6 regarding the Company's failure to provide and maintain services offered under this Tariff.

1. Delays or Interruption of Service - The Customer assumes all risk for damages arising out of delays in installation of service or facilities, mistakes, omissions, interruptions, delays, errors or defects in transmission, failures or defects in equipment or facilities furnished by the Company or arising out of failure of the Company to maintain proper standards of maintenance of operations or to exercise reasonable supervision, except as noted in Section 2.6.1, following.
2. The maximum credit allowable with respect to Basic Local Exchange Service shall not exceed the amount of Basic Local Exchange Service and expanded calling scope charges during a single billing period. The liability of the Company for damages shall in no event, by reason of any delays, interruptions, omissions, errors, failures or defects in installation or service, exceed an amount equal to the Customer's Basic Local Exchange Service and expanded local calling scope charges for a regular billing period with respect to such delayed, defective or interrupted Basic Local Exchange Service. No other liability shall in any way attach to the company in consideration of such delays or interruptions. The Company will not be liable for any loss or damage, nor for any impairment or failure of service arising from or in connection with the use of Customer-owned facilities or equipment.
3. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages (including any such claim or suit arising out of or related to the reservation of any specific number for use with a service), associated with the "ordinary" installation (including delays thereof) provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

Basic Local Exchange Service

SECTION 2 - **Regulations, cont'd.**

2.1 Undertaking of the Company, cont'd.

2.1.4 Liability of the **Company, cont'd.**

4. Indemnification – The Customer indemnifies and saves harmless the company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence or removal of the **company's equipment, facilities and associated wiring on the Customer's premises and further**, the Customer indemnifies and saves harmless the company against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the company or the use thereof by the Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the company, and apparatus, equipment, and systems provided by the Customer; and against all other claims arising out of any act or omission of the Customer in connection with the services or facilities provided by the Company.

The services furnished by the Company, in addition to the limitations set forth above, also are subject to the following limitation. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the company, either:

- A. caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a company-provided connecting arrangement, in which event the liability of the company shall not exceed an amount equal to a proportional amount of the company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or
 - B. not prevented by Customer provided equipment.
5. Defacement of Premises - No liability shall attach to the company by reason of any **defacement or damage to the Customer's premises resulting from the existence of the company's equipment, facilities and associated wiring** on such premises, or by the installation or removal thereof when such defacement or damage is not the result of the negligence of the company or its employees.
 6. Errors - **The company's liability for damages arising from errors** or omissions in the failing to list or listing incorrectly a Customer's telephone number in the white pages of the telephone directory shall be governed by Rule 4901:1-6 of the O.A.C. It shall be a credit of not less than three months regulated local service charges so long as the error is not the result of the Customer's activities. The Customer shall be given the option of taking the credit or pursuing other remedies.

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Basic Local Exchange Service

SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

2.1.4 Liability of the Company, cont'd.

7. The Company shall not be liable for any delay or failure of performance or equipment or service interruption due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; terrorism, civil commotion, any law, order, regulation, direction, action or request of the United States government or of any other government including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments or of any military authority; preemption of existing service in compliance with national emergencies, insurrections, riots, wars, hurricanes, storms or other natural disaster; unavailability of rights-of-way or materials, or strikes, lockouts, or work stoppages or other labor difficulties beyond the direct control of the Company.
8. The Company shall not be liable for any damages or losses nor for any impairment or failure of service arising from or in connection with the use of Customer-owned/provided facilities or equipment.
 - A. Cox shall not be liable to the Customer, or to any other person, for any damages arising out of errors, interruptions, defects, failures or malfunctions of 911 and/or E911 Service, including damages arising from errors or defects of associated equipment and data processing systems, except that the Customer shall be entitled to an allowance for interruptions as specified in this Tariff.
 - B. The Customer agrees to release, indemnify and hold Cox harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others.
 - C. The 911 Customer also agrees to release, indemnify and hold Cox harmless for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, conditions, occasion or use of 911 service features and the equipment associated with it, or by any services furnished by Cox, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 service, and which arise out of the negligence or other wrongful act of Cox, the 911 Customer, its users, agencies or municipalities, or the employees or agents of anyone of them.

Basic Local Exchange Service

SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

2.1.4 Liability of the Company, cont'd.

8. With respect to Emergency Number 911 Service:

D. 911 service is provided solely for the benefit of the 911 Customer. The provision of such service shall not be interpreted, construed or regarded as being for the benefit of, or creating any company obligation toward, or any right of action on behalf of, any third person or other legal entity.

E. 911 service will be designed by the company to provide at least the same level of service reliability and quality as local exchange telephone service in the exchanges where 911 systems are equipped with the features required to provide 911 services.

9. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

10. The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

11. 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.

12. The Company does not guarantee or make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

Basic Local Exchange Service

SECTION 2 - **Regulations, cont'd.**

2.1 **Undertaking of the Company, cont'd.**

2.1.4 **Liability of the Company, cont'd.**

13. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company personnel, equipment, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the company may, upon written notice, terminate the Customer's service without liability.

14. **The Company's liability arising** from errors or omissions in the white pages listings of the telephone directory shall be governed by Rule 4901: 1-6 of the O.A.C. and shall be a credit of not less than three months regulated local service charges so long as the error is not the result of the Customer's activities. The Customer shall be given the option of taking the credit or pursuing other remedies. (T)

15. In conjunction with a non-published telephone number, as described in Section 3.4.1.5.C, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.

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

Basic Local Exchange Service

SECTION 2 - **Regulations, cont'd.**

2.1 Undertaking of the Company, cont'd.

2.1.5 *Temporary Suspension for Repairs and Maintenance*

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system for any service affecting activity less than 30 minutes. Service affecting activities beyond 30 minutes and potentially affecting at least nine hundred thousand user minutes will be in accordance with O.A.C. 4901:1-6-31 and will require reasonable notification to the customer in advance of such activity, except in the case of emergency or unplanned service affecting conditions.

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2.1.6 Provision of Equipment and Facilities

1. The Company shall use reasonable efforts to make services available to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff and in compliance with the **Commission's** Telephone Company Procedures and Standards as set forth in O.A.C. 4901:1-6. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
2. The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.
3. Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.
4. The Company shall not be responsible for the installation, operation or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
 - A. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - B. the reception of signals by Customer provided equipment; or
 - C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

Basic Local Exchange Service

SECTION 2 - **Regulations, cont'd.**

2.1 **Undertaking of the Company, cont'd.**

2.1.6 **Provision of Equipment and Facilities, cont'd.**

5. Equipment that the Company provides or installs at a customer premises for use in connection with the telephone services shall remain the property of the Company. If the Customer cancels service or the Company lawfully terminates, discontinues, suspends or refuses to continue providing service to the Customer, the Company has the right to recover this equipment. The company shall contact the customer for **permission to enter the Customer's premises to remove this equipment and the** Customer shall not unreasonably refuse such entry. If the Customer refuses to allow removal of this equipment, the Customer shall be liable to the Company for the actual cost of the equipment plus administrative costs and attorney's fees. These fees may **be added to the Customer's telephone bill and the** Customer agrees to pay these fees. The Customer shall assume responsibility for any and all such unrecovered equipment.

2.1.7 Non-routine Installation

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

Standard installation service charges reflect service provided between Monday through Saturday, 8:00 a.m. - 5:00 p.m., at current installation intervals and without work interruptions by the Customer. For Customer requests for expedited services that require installations on a date that is less than the normal offered interval, a 100% increase in applicable service charge shall apply, or if during a promotional period, the full non-discounted service charge would apply.

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

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Basic Local Exchange Service

SECTION 2 - Regulations, cont'd.

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

1. the payment of all applicable charges pursuant to this tariff;
2. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
3. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
4. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Basic Local Exchange Service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.3. Any costs associated with obtaining and maintaining the rights—of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

Basic Local Exchange Service

SECTION 2 - Regulations, **cont'd.**

2.3 **Obligations of the Customer, cont'd.**

2.3.1 **General, cont'd.**

5. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
6. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the right-of-way for which Customer is responsible under Section 2.3.1.4 above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
7. not creating or allowing to be placed or maintained any liens or other encumbrances **on the Company's equipment or facilities; and**
8. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
9. allowing the Company, or its agent, access to the property, with no notice, to remove Company facilities and/or equipment after the Customer has discontinued service.
10. providing the Company with written notification of any change in name, ownership or control.

Basic Local Exchange Service

SECTION 2 - **Regulations, cont'd.**

2.3 **Obligations of the Customer, cont'd.**

2.3.2 Claims

With respect to any service, equipment or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

1. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
2. any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.3.3 Private Identification **Number ("PIN") Access**

The F.C.C. required that Customers set up and use a Private Identification Number ("PIN") when communicating with the Company to obtain certain information about, or to make certain changes to, their telephone account. Use of this PIN may be waived when communicating with an account representative dedicated to a Customer's account. Telephone Service is subject to Cox privacy policy posted at <http://www.cox.com/policy/#OnlinePrivacyPolicy>.

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

1. The Customer is responsible for providing and maintaining any terminal equipment on **the Customer's premises. The electric power** consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations.

Basic Local Exchange Service

SECTION 2 - **Regulations, cont'd.**

2.4 **Customer Equipment and Channels, cont'd.**

2.4.2 **Station Equipment, cont'd.**

2. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.
3. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons.
4. If the Company reasonably determines that additional protective equipment is required to prevent such damage or injury, it **shall be provided at the Customer's expense.**

2.4.3 Interconnection of Facilities

1. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Basic Local Exchange Service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
2. Local Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
3. Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

Basic Local Exchange Service

SECTION 2 - **Regulations, cont'd.**

2.4 **Customer Equipment and Channels, cont'd.**

2.4.4 Inspections

1. Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
2. If the Customer fails to comply with the protective requirements addressed in 2.4.2 above, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within 10 days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to take such actions and provide such notice, the Company may take whatever additional action is deemed necessary, including the denial or suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet. Such denial or suspension of service will be made in compliance with the Commissions *Telephone Company Procedures and Standards* as set forth in O.A.C. 4901:1-6. (T)

2.5 Payment Arrangements

2.5.1 Establishment and Reestablishment of Service

The Company may require Customers to establish financial responsibility as a condition precedent to establishing service. Both may rely on pertinent information obtained from credit reporting bureaus in determining whether creditworthiness grounds needs be established. However, a Customer cannot be denied service, on creditworthiness grounds, unless the Customer has been provided an opportunity to establish financial responsibility through every means available for doing so provided for in O.A.C. 4901:1-6 and 4901:1-17. In no event shall Basic Local Exchange Service be denied to any Basic Local Exchange Service Customer on grounds that the Customer has failed to pay for a type of service other than Basic Local Exchange Service. (T)

A Customer whose service has been discontinued for non-payment will be required to pay such debt or make other arrangements satisfactory to the Company.

If service is established and it is subsequently determined that the Customer or applicant is indebted to the Company for the same service previously furnished, the Company may suspend or terminate the service until satisfactory arrangements have been made for the payment of the prior indebtedness.

Basic Local Exchange Service

SECTION 2 - **Regulations, cont'd.**

2.5 **Payment Arrangements, cont'd.**

2.5.2 Fees, Surcharges and Taxes¹

Certain telecommunications services, as defined in the Ohio Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate or terminate in Ohio, or **both, and are charged to a subscriber's telephone number or account in Ohio.**

The Customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees (i.e., gross receipts tax, sales tax, municipal utilities tax) that may be levied by the governing body or bodies in conjunction with or as a result of the service furnished under this tariff. These charges may appear as separate line items on **the Customer's** bill, as opposed to be included in the rates contained in the tariff. Any such line item **charges will be reflected in the Company's Tariff. The Company** shall not assess separately any fees or surcharges, other than government-approved sales taxes, without seeking Commission approval under the appropriate procedures required by the Commission in Cause No. 89-563-TP-COI. The Company shall comply with the Commission procedures by sending notice to all customers informing them of the new line item charges.

2.5.3 Billing and Collection of Charges

The Company will comply with the Commission's *Telephone Company Procedures and Standards* with regards to subscriber billing as set forth in O.A.C. 4901:1-6. However, Customers can view related material in the Competitive Telecommunications Service Guide which is posted on Cox Communication's website at www.cox.com/cleveland.

(T)
(T)

2.5.4 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

Objections must be received by the Company within a reasonable time after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

¹ Pending the conclusion of any challenge to a jurisdiction's right to impose a gross receipts tax, the Company may elect to impose and collect a surcharge covering such taxes, unless otherwise constrained by court order or direction, or it may elect not to impose and collect the surcharge. If it has collected a surcharge and the challenged tax is found to have been invalid and unenforceable, the Company will credit or refund such amounts to affected Customers, if the funds collected were retained by the Company or if they were delivered over to the taxing jurisdiction and returned to the Company.

Basic Local Exchange Service

SECTION 2 - Regulations, cont'd.

2.5 **Payment Arrangements, cont'd.**

2.5.5 Disputed Bills

The Company will comply with the Commission's *Telephone Company Procedures and Standards* with regards to discontinuance of service as set forth in O.A.C. 4901:1-6. (T)
However, Customers can view related material in the Competitive Telecommunications (T)
Service Guide which is posted on Cox Communication's website at
www.cox.com/cleveland.

2.5.6 Advance Payments

The Company will comply with the Commission's *Telephone Company Procedures and Standards* with regards to discontinuance of service as set forth in O.A.C. 4901:1-6. (T)
However, Customers can view related material in the Competitive Telecommunications (T)
Service Guide which is posted on Cox Communication's website at
www.cox.com/cleveland.

2.5.7 Deposits

The Company will comply with the Commission's *Telephone Company Procedures and Standards* with regards to deposits as set forth in O.A.C.4901:1-6. However, Customers (T)
can view related material in the Competitive Telecommunications Service Guide which is (T)
posted on Cox Communication's website at www.cox.com/cleveland.

2.5.8 Discontinuance of Service

The Company will comply with the Commission's *Telephone Company Procedures and Standards* with regards to discontinuance of service as set forth in O.A.C. 4901:1-6. (T)
However, Customers can view related material in the Competitive Telecommunications (T)
Service Guide which is posted on Cox Communication's website at
www.cox.com/cleveland.

Basic Local Exchange Service

SECTION 2 - **Regulations, cont'd.**

2.5 Payment Arrangements, **cont'd.**

2.5.9 Handling of Customer Complaints

The Company will comply with the Commission's Telephone Company Procedures and Standards with regards to discontinuance of service as set forth in O.A.C. 4901:1-6. (T)
However, Customers can view related material in the Competitive Telecommunications (T)
Service Guide which is posted on Cox Communication's website at
www.cox.com/cleveland.

2.6 Allowances for Interruptions of Service

The Company will comply with the Commission's Telephone Company Procedures and Standards with regards to credit allowances for interruption of service as set forth in O.A.C. (T)
4901:1-6. However, Customers can view related material in the Competitive (T)
Telecommunications Service Guide which is posted on Cox Communication's website at
www.cox.com/cleveland.

2.7 Cancellation of Service

The Company will comply with the Commission's Telephone Company Procedures and Standards with cancellation of service as set forth in O.A.C. 4901:1-6. However, (T)
Customers can view related material in the Competitive Telecommunications Service Guide (T)
which is posted on Cox Communication's website at www.cox.com/cleveland.

2.8 Transfer and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

Basic Local Exchange Service

SECTION 2 - Regulations, cont'd.

2.9 Notices and Communications

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

2.10 Flexible Pricing

Changes of currently effective rates that are within the minimum and maximum rates set forth in this Tariff may be made on zero days notice. Flexible pricing shall apply to Company Tier 1 non-core services.

Notice to Customers of a rate change shall be made in accordance with PUCO regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved. A Customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a rate increase. The Customer will be credited for the difference between the new rate and the old rate retroactive to the effective date of the rate increase if the Customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the rate increase.

Basic Local Exchange Service

SECTION 3 - Service Descriptions

3.1 Basic Local Exchange Service

The Company will provide Basic Local Exchange Service. Basic Local Exchange Service shall provide Customer access to and usage of Company-provided services that enable a customer, over the primary line serving the **Customer's premises, to** originate or receive voice communications within a local service area, and that consist of the following: (D)

- Local dial tone service.
- For residential end users, flat-rate telephone exchange service;
- Touch-tone dialing service.
- Access to and usage of 9-1-1 services, where such services are available.
- Access to operator services and directory assistance.
- Provisions of a telephone directory and a listing in that directory.
- Per call, caller identification blocking services.
- Access to telecommunications relay service
-

(M)
(M)

Customers wishing to block pay-per-call numbers (e.g. 900, 700) may request such blocking at no charge.

Where facilities and operating conditions permit, Cox will offer Basic Local Exchange Service to Residential and small Business Customers.

(M) Material moved to Obsolete Services Section, page 35.

Basic Local Exchange Service

SECTION 3 - Service Descriptions, **cont'd**

3.1 Basic Local Exchange Service, **cont'd.**

(T)

3.1.1 Service Areas/Local Calling Area

Where facilities are available, Cox exchanges are defined by the following areas which are equivalent to similarly named Ohio Bell and Alltel.

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(M) Material previously appearing on this page has been moved to 1st Revised Page 29.

(M) Material appearing on this page previously appeared on Original Page 31

Basic Local Exchange Service

SECTION 3 - **Service Descriptions, cont'd.**

3.1 Basic Basic Local Exchange Service, **cont'd.**

3.1.2 Local Line

Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number. Rates provided in this tariff are for Single Line customers only. Rates and terms for multi-line customers **may be found in Cox's Competitive Telecommunications Service Guide located on Cox's website** <http://www.cox.com/policy/#OnlinePrivacyPolicy>.

1. Local Line Rates and Charges-Residential

a. Residential Nonrecurring Charges

The Company's service is subject to nonrecurring service charges that apply to Customer requests for connecting, moving or changing service. These charges are in addition to any other scheduled rates and charges that would normally apply under this Tariff.

Description	Maximum	Current
Line Installation Charge – Professional Install	\$100.00	\$100.00
Line Connection – Self Installation ¹	\$50.00	\$ 0.00
Line Connection – Failure of Self Install ²	\$100.00	\$100.00
Line Disconnect	N/C	N/C
Account Changes – Billing Record, per billing record change	\$11.50	\$9.95
Electronic Reconnect (due to soft disconnect), per line ³ ,	\$25.00	\$20.00
Telephony Reconnect Charge ⁴	\$60.00	\$50.00
Service Change Charges		
-TN Change Charge	\$32.00	\$29.99
-Feature Change Charge	\$11.50	\$9.99

(I)

¹ New Customers have the option of a waiver of their installation charge when they elect to activate their in-home equipment via the self-install kit.

² Should the Self-Install fail (**doesn't activate service through no fault of the Company**), the Failure of Self-Install charge will be assessed. A trouble ticket will facilitate a truck roll to complete the phone installation.

³ Applies per line when Customer has been disconnected at the switch for nonpayment but has not been permanently disconnected at the premises.

⁴ If service is temporarily interrupted for non-payment and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established (reconnected), Telephone Reconnect charges apply.

Basic Local Exchange Service

SECTION 3 - **Service Descriptions, cont'd.**

3.1 Basic Local Exchange Service, **cont'd.**

3.1.2 **Local Line, cont'd.**

1. Local Line Rates and Charges-Residential

Reserved

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(M) Material previously appearing on this page has been moved to Section 4, Obsolete/Grandfathered Service Offerings, 1st Revised Page 35.

Basic Local Exchange Service

SECTION 3 - Service Descriptions, cont'd.

3.1 Basic Local Exchange Service, cont'd.

3.1.2 Local Line, cont'd.

2. Local Line Rates and Charges-Business

a. Business Non-Recurring Charges

	Current
Line Connection Charge ¹	\$39.99
Line Move/Add/Change	\$19.95
Account Changes, per billing record change	\$9.95
Line Restoral Charge, per line ²	\$20.00
Local Presubscribed Interexchange Carrier Change Charge ³	
- Processed electronically, per change request	\$1.25
- Processed manually, per change request	\$5.50

b. Business Monthly Recurring Charges

Business Customers may select either Flat Rate or Message Rate Service. The term "**Flat Rate**" denotes business service where, for a stated monthly rate, unlimited calling is allowed to all other Basic Local Exchange Service lines in the local calling area in which it is furnished. The term "**Message Rate Service**" denotes business service for which charges are recorded on a per call (message) usage.

	Current
Flat Rate Business Line	\$33.95 ⁴
Message Rate Business Line	\$10.15 ⁴

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(1)

¹ The initial Connection Charge for commercial service may be waived in competitive situations. Other charges may apply for inside wire repair and/or additional jack installation.

² If service is temporarily interrupted for non-payment and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established (reconnected), Telephone Reconnect charges apply.

³ When a customer switches **both the customer's inerLATA** presubscribed interexchange carrier* and local presubscriber interexchange carrier at the same time, Cox shall waive one-half of the applicable local presubscribed interexchange carrier change charge.

* Not regulated under this tariff.

⁴ A monthly Telecom Relay Surcharge of \$0.03 per line will be assessed in addition to the Local Flat Rate and Message Rate Monthly Business line charges.

Basic Local Exchange Service

SECTION 3 - **Service Descriptions, cont'd.**

3.1 Basic Local Exchange Service, **cont'd.**

(T)

3.1.2 **Local Line, cont'd.**

3. Customer Premises Trip Charge-Residential

(M)(T)

A Customer Premises Trip Charge will be assessed on Residential Customers when a Cox technician or a Cox agent visits a premises for the purpose of inside wire work requested by the **Customer or Customer's** representative. Except for Cox Wire Plan subscribers, the charge defined below apply to Customers whenever:

- a. Customer Premises visit is required at the Customer's request for regulated service, or
- b. Customer Premises visit is required when the Customer files a trouble ticket and it is determined that the source of the Customer's trouble is located on the Customer's side of the network demarcation point.

Per-Visit

Customer Premises Trip Charge¹: \$39.99

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(M) Material previously appearing on this page has been moved to 1st Revised Page 32.

¹ Other charges apply for inside wire repair and maintenance. *

* Not regulated under this Tariff.

(T)

Basic Local Exchange Service

SECTION 4 – Obsolete/Grandfathered Services

(T)

4.1 Basic Local Exchange Service

The Company will provide Basic Local Exchange Service in compliance with O.A.C. 4901:1-6. Basic Local Exchange Service shall provide Customer access to and usage of Company-provided services that enable a customer, over the primary line serving **the Customer's premises**, to originate or receive voice communications within a local service area, and that consist of the following:

- Access to toll presubscription, interexchange or toll providers, or both, and networks of other telephone companies.

a. Local Line Rates and Charges-Residential

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Residential Flat Rate Service Monthly Recurring Charges

(M)

Residential Customers are offered Flat Rate Service. The term "flat rate service" denotes residential service where, for a stated monthly rate, unlimited calling is allowed to call all other Basic Local Exchange Service lines in the local calling area in which it is furnished.

Description	Maximum	Current
Local Line – <i>Cox Voice Starter</i> : Flat Rate Line Charge		
- Standard Rate, 1 st and additional lines	\$23.99	\$20.00

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4.2 Reserved for future use

(M) Material appearing on this page was formerly found on 7th Revised Page 32.

(D)