
General Terms and Conditions

Terms and Abbreviations

ACF – Advanced Communication Function of software allowing products to communicate with each other.

Acceptance Testing – Normal testing procedures by which a circuit is deemed ready for service.

Additional Engineering Charges – Charges applicable for engineering services done outside the normal engineering parameters. Any charge incurred will be presented to the Customer before actual billing of charge.

Administrative Charge – The charge Customers are assessed for the provisions of administrative services by the Company, including the consolidation of billings and financing.

Authorized User – A carrier, person, firm, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Carrier's services under the terms and regulations of this tariff. The Authorized User is responsible for payment unless the charges for the services utilized are accepted and paid for by the Customer.

Bandwidth – The total line rate, expressed in bits per second; and allocated for a circuit which provides the path for transmission of voice, data, and/or video to or from the Customer's premises.

Circuit or Channel – The unit of bandwidth utilization for any given speed of service.

Channel Mileage – Distance calculated between two Company Points of Presence.

Channel Mileage Termination – The point at which the Company's channel originates, terminates or drops for the insertion or removal of a Customer's signal.

Commission – Refers to the Public Utilities Commission of Ohio.

Company or Carrier – Independents Fiber Network, LLC unless otherwise clearly indicated by the context.

Cooperative Acceptance Testing – Joint Acceptance Testing by both the Company and the Customer.

Customer – A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

Duplex – An operation which permits Customers to communicate in both directions simultaneously.

Expedited Service Order – A Service Order which, in compliance with a Customer's request, is completed in a time period shorter than the Company's standard service interval.

ICB – Individual Case Basis.

IFN – Used throughout this tariff to refer to Independents Fiber Network, LLC.

Kbps – One thousand bits per second.

LATA – Local Area of Transport and Access.

LDC – Local Distribution Channel.

LEC – Local Exchange Carrier.

Mbps – One million bits per second.

POP – Point of Presence; the facility of any carrier which allows origination or termination of communications services.

PUCO – The Public Utilities Commission of Ohio.

Service Order – A standard Company order form which includes all pertinent billing, technical and descriptive information which will enable the Company to provide the communication services or facilities, or both, as requested by the Customer and as provided by the Company.

Term Agreement – A standard Company contract with the Customer in which the Customer commits to purchase service from the Company for a specified period of time. The minimum period of service for a Term Agreement is twelve (12) months.

Terms and Conditions

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

The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.

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

Use

Services provided the Company may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

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.

The Company may require Customers for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the PUCO regulations, policies, orders, and decisions.

Limitations

Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of these General Terms and Conditions.

The Company shall not be responsible for installation, operation or maintenance of any terminal equipment or communications systems provided by a Customer or Authorized User. The Company's service is not represented as adapted to the use of such Customer equipment. The

responsibility of the Company shall be limited to the furnishing of service and to maintenance and operation of such service. The furnishing of service will require certain physical arrangements of the facilities of the Company and is, therefore, subject to the availability of such facilities. Service is offered subject to the availability of the necessary facilities and/or equipment and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company and further subject to the provisions of these General Terms and Conditions. The Company reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.

The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of these General Terms and Conditions, or in violation of the law.

The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, in accordance with Commission rules and regulations. The Company may also, without obtaining the further consent from the Customer, assign any rights, privileges, or obligations under these General Terms and Conditions. The Customer shall not, without prior written consent of the Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under these General Terms and Conditions, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.

To the extent that any conflict arises between the terms and conditions of a service agreement or other contract and the terms and conditions of these General Terms and Conditions, these General Terms and Conditions shall prevail.

Title to all equipment provided by the Company under these General Terms and Conditions remains with the Company.

The Company may require a written contract with the Customer prior to providing service.

The Customer, upon request, shall furnish such information as may be required to permit the Company to design and maintain the Company services it offers and to assure that the service arrangements is in accordance with provisions of these General Terms and Conditions and the contract entered into between the Customer and the Company.

Title to all facilities provided by the Company under these regulations remains with the Company.

Assignment and Transfer

All facilities provided under these General Terms and Conditions are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in these General Terms and Conditions shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.

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

Liability of the Company

The Customer's remedy for any damages, claims or causes of action arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, shall be the credits to the Customer provided in Section "Refunds or Credits for Service Outages or Interruptions". Except as set forth above, the Company shall not be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or business interruption, or for any lost profits of any kind or nature whatsoever arising out of any defects or any other cause. In the event of an interruption in service or any defect in the service whatsoever, neither the Company nor any affiliated or unaffiliated third party provider or operator of facilities employed in the provision of the service shall be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or for any lost profits of any kind or nature whatsoever. Moreover, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service, which are caused or contributed to by the negligence or willful act of the Customer or Authorized User, or which arise from the use of Customer-provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.

The Company shall not be liable for any claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under these General Terms and Conditions, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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

Defacement of premises: No liability shall attach to the Company by reason of any defacement or damage to the Customer's premises resulting from the existence of the Company's equipment

or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.

The Company is not liable for any act or omission of any other entity furnishing a portion of the service or any acts or omission of the Customer.

Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.

The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Personal Identification Numbers issued for use with the Company's services.

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

The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premise of the Company; nor shall the Company be liable for the performance of said vendor or vendor's equipment.

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, EXCEPT THOS EXPRESSLY SET FORTH HEREIN, OR THROUGH A CONTRACT ON FILE AND APPROVED BY THE PUCO.

Minimum Service Period

The Minimum Service Period for which services are provided by the Company to the Customer and for which rates and charges are applicable is one (1) month unless otherwise specified in these General Terms and Conditions or by mutually agreed upon contract or Term Agreement between the Customer and the Company. For the purpose of determining charges for a fractional part of a month, every month is considered to have thirty (30) days.

Commencement of Service

A prospective Customer desiring service form the Company shall enter into a written contract with the Company specifying the services to be provided by the Company and the terms and conditions applicable thereto. The Company will not provide services to the Customer until such a contract has been executed. Such contracts will be filed with and approved by the Commission.

Customer Responsibility

All Customers assume general responsibilities in connection with the provision and use of the Company's service. When facilities, equipment, and/or communication systems provided by

others are connected to the Company's facilities, the Customer assumes additional responsibilities. All Customers are responsible for the following:

Placing orders for service, paying all charges for service rendered by the Company and complying with all of the Company's regulations governing the service. The Customer is also responsible for assuring that its Authorized Users comply with regulations.

Ensuring compatibility of equipment and systems provided by the Customer or Authorized User with the interface equipment provided and/or sanctioned by the Company.

Damage to facilities of the Company caused by the negligence or willful act of the Customer or Authorized User. The Customer shall shut down its transmission signals, if the Company determines that said transmission is causing interference to others.

Reimbursing the Company for any loss occasioned by the theft of the Company's facilities installed on the Customer's or Authorized User's premises.

The provision of the power required to operate the Company's facilities installed on the Customer's or Authorized User's premises.

The provision, installation and maintenance of sealed conduit with explosive-proof fittings between equipment furnished by the Company in explosive atmosphere and points outside the hazardous area where connection may be made with the facilities of the Company. The Customer may be required to install and maintain the Company's equipment within the hazardous area if, in the opinion of the Company, injury or damage to its employees or property might result from installation or maintenance by the Company.

Obtaining permission for the Company's agents or employees to enter the premises of the Customer or Authorized User at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of the service, removing the facilities and equipment of the Company.

Making the Company's service components and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, and providing for reasonable access to those facilities and equipment.

All actions or omissions of a person, firm or corporation appointed by the Customer as its agent. Any limitations of any agent's authority shall not be binding on the Company.

Any breach of the terms and conditions contained in these General Terms and Conditions or in the contract between the Customer and the Company governing service.

The Customer shall arrange access to any of the rights-of-way, conduit and equipment space starting at and from the point of entry to the Customer's location to the termination point where service is finally delivered to the Customer at any time so that the Company's authorized personnel, employees, or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by the Company. Access to such sites shall be made available at a time mutually agreeable to the Customer and the Company. The Customer acknowledges that, when repair work is

required to restore services after interruption, it may be necessary to provide the access on a twenty-four hour, seven day a week basis. The Company shall also have the right to obtain access to the cable installed in the Customer provided conduit at any splice or junction box. No credit allowance will be made for the period during which service is interrupted for such purposes.

The Customer shall provide the necessary equipment space, conduit, electrical power and suitable environmental conditions required to provide the services, as specified by the Company, at each Customer termination point, without charge or cost to the Company. The Customer agrees to take good care of premises equipment and building wiring provided by the Company as part of the services. The Customer agrees to return such equipment and wiring to the Company at the expiration of the applicable terms in its original condition, ordinary wear and tear excepted. The Customer shall bear the risk of any loss or damage to the Company's equipment or wiring located in the Customer's premise, except where such loss or damage is caused by the Company. The Customer shall be responsible for insuring that the equipment, wiring, space and associated facilities, conduit and rights-of-way are protected against fire, theft, vandalism or other casualty, and that the use thereof complies with the applicable laws, rules and regulations and with all applicable lease or other contractual agreements. The Company shall install such wiring and equipment as reasonably directed by the Customer to comply with lease or other contractual obligations to which the Customer is a party.

Responsibility for Charges

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company;

any and all use of the services provided by the Company, including calls which the Customer did not individually authorize;

any calls placed by or through the Customer's equipment via any remote access feature(s);

Charges for installations, service connections, moves and rearrangements are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in these General Terms and Conditions.

Disputed Charges

Any objections to billed charges must be reported to the Company or its billing agent in writing within a reasonable time frame of the closing date printed on the invoice or statement issued to the Customer. Adjustments to the Customer's account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Customers should direct disputes to IFN, 13888 County Road 25A, Wapakoneta, Ohio 45895 or call IFN toll-free at 1-800-634-4032. Additionally, customers may contact the PUCO Public

Interest Center at 180 East Broad Street, Columbus, Ohio, 43215 or may call the PUCO toll-free at 1-800-686-7826.

Taxes and Fees

To the extent that a municipality, other political subdivision or local agency of government, or commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.

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

The Company shall not assess separately any fees or surcharges, other than government approved sales taxes, without first seeking Commission approval under the appropriate procedures required by the Commission.

Late Payment Fees

A late payment fee of 1.5% per month will be charged on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Ohio state law.

Return Check Charge

Customers will be charged \$20.00 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).

Deposits

New customers for service or existing Customers may be required to establish creditworthiness. The Company will utilize the Individual Service History Method for calculating deposits. A deposit does not relieve the Customer of the responsibility for prompt payment of bills on presentation.

When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded, assuming no breach of a Term Agreement exists. Before the service or facility is discontinued, the Company may return the deposit or credit it to the Customer's account, at the Customer's option.

Deposits held by the Company will accrue interest in accordance with Commission Rules and Ohio law.

Deposits and interest accrued to date will be refunded or released within thirty (30) days after disconnection of service or after twelve (12) consecutive months of service without the Customer having had service discontinued for non-payment, and without the Customer having had more than two (2) occasions on which the bill was not paid by the time specified for prompt payment, and the Customer is not then delinquent in the payment of the bill. The deposit will be applied as a credit to final payment(s) assuming no breach of a Term Agreement exists.

Cancellation of Service by Customer

Cancellation of Application for Service: When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below:

Where the Company has notified a Customer or prospective Customer of the possibility that special expenses may be incurred in connection with provisioning the customer's service, and then the Company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the Company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.

Cancellation Prior to Expiration of Term: If a Customer cancels service prior to the completion of the Term Agreement for any reason whatsoever, the Customer agrees to pay the Company the following sums, which shall become due and owing as of the effective date of cancellation or termination and be payable within thirty (30) days:

All Non-Recurring Charges reasonably expended by the Company to establish service to the Customer, plus

Any disconnection, early cancellation or termination charges reasonably incurred by the Company or paid to third parties by the Company on behalf of the Customer, plus

All Recurring Charges specified in the applicable Service Order and these General Terms and Conditions for the balance of the then current terms.

Refunds or Credits for Service Outages or Interruptions

An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. Credits for service outages or interruptions are subject to the regulations listed below.

If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for testing and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, the

Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer.

The Customer shall be responsible for the payment of service charges based upon time and materials for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

For purposes of credit computation, every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than four (4) hours. The Customer shall be credited for an interruption of four (4) or more hours at the rate of 1/720th of the monthly charge for the services affected for each hour that the interruption continues. The formula used for computation of credits is as follows:

$$\text{Credit} = A/720 \times B$$

A = Outage Time in Hours (Must be 4 or more)

B = Total Monthly Recurring Charge for affected service

Cancellation or Termination of Service by Company

For nonpayment: The Company may terminate service to a Customer for nonpayment of undisputed charges upon sending written notice of disconnection, which must be postmarked at least seven (7) days prior to the date of disconnection of service, to the Customer without incurring any liability for damages due to loss of telephone service to the Customer. The Company shall not disconnect service sooner than fourteen (14) days after the due date on the bill.

Continuation of Service

For Month-to-Month Customers: Service will continue on a month-to-month basis until such time as the Customer cancels service or until such time as the Company discontinues service in accordance with the rules as outlined in this tariff.

For Term Agreement Customers: Service will continue in accordance with the Term Agreement. Such agreement shall be renewed automatically for the initial term or in any additional terms, unless the Customer provides written notice of its intent not to renew such agreement at least thirty (30) days prior to the initial or any additional term. All termination obligations applicable under the original Term Agreement apply to this renewed agreement.

Interconnection

Service furnished by the Company may be connected with the services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the Company. Such service or facilities are provided under the terms, rates and conditions of the other carrier. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and other participating carriers shall be provided at the Customer's expense. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. The Customer shall be

responsible for damage to the facilities of the Company caused by the negligence or willful act of the Customer or Authorized User.

Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

Inspection, Testing and Adjustment

Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and credit for the interruption is requested by the Customer.

SERVICE DESCRIPTIONS

General

The Company provides transport services for point-to-point or multi-point communications within the state. The Company's services are available twenty-four hours per day, seven days a week.

Special Services

Special Services are any services not specifically defined otherwise in this Section.

If at the request of the Customer, the Company obtains facilities not normally used to provide service to its Customers, the costs incurred will be billed as a Special Service.

If at the request of the Customer, the Company provides technical assistance not normally required to provide service, the costs involved will be billed to the Customer as a Special Service.

Where special signaling, conditioning, equipment or other features are required to make Customer-provided equipment efficient and compatible with the Company's service, the cost of providing necessary equipment and materials and all associated installation costs including engineering, labor, supervising and transportation costs will be billed to the Customer as a Special Service.

After Hours Installation and/or Maintenance Charge: When, at the specific request of the Customer, installation and/or routing maintenance is performed outside of regular business hours, additional Special Service charges apply. Special Service charges will be based upon the actual labor, material and other costs incurred by or billed to the

Company in the provision of the Special Services. Such circumstances include but are not limited to, stand-by in excess of one hour, weekend, holiday or night time cutover, and additional installation testing in excess of the normal testing required to provide service.

Transport Service

Transport Service provides a transmission path to connect designated premises of one or more customers, directly through one or more Company POP(s) where bridging or multiplexing functions are performed.

The Company offers Transport Service between POPs on its network. This service provides for two-way simultaneous transmission of signals of speeds up to 44.746 Mbps. In order to subscribe to Transport Service, the Customer(s) will need to gain entry to the Company's network by means of a local access facility.

Rates do not include charges for facilities from the Customer(s) location(s) to the Company POP. Upon the Customer's request, the Company may act as the Customer's agent for obtaining local access from a third party local access provider from the Customer location to the Company POP. The rates for local access service obtained by the Company as the Customer's agent from a third party local access provider will be the third party local access provider's effective rates. Alternatively, subject to the availability of necessary facilities, Company-provided local access may be provided pursuant to the LDC rates described in Section "Rate Regulations, Local Distribution Channel (LDC)" of these General Terms and Conditions.

Acceptance Testing

At no additional charge, the Company and the Customer(s) will cooperatively test, at the time of installation, the circuits to meet the agreed upon standards. Acceptance is considered to take place upon completion and approval of all tests. Billing will commence upon acceptance.

Trouble Reporting

The Company will be responsible for receiving from the Customer(s) trouble reports sectionalized to the Company facilities and/or equipment. The Company will test cooperatively or independently to assist in trouble sectionalization. Other charges as described in these General Terms and Conditions will still apply.

Rate Regulations

There are three basic rate categories which apply to Transport Service:

- Local Distribution Channel (LDC)
- Channel Mileage
- Optional Features and Functions

Local Distribution Channel (LDC). The Local Distribution Channel (LDC) rate category provides for the communications path either from the Customer's origination point to the Company's POP or from the POP to the Customer's destination point. This charge will apply even if the Customer designated premises and the Company's serving wire center are co-located in the same building. The LDC includes such traditional rate elements as

channel mileage termination, add-drop multiplexing charges and customer provided access charges.

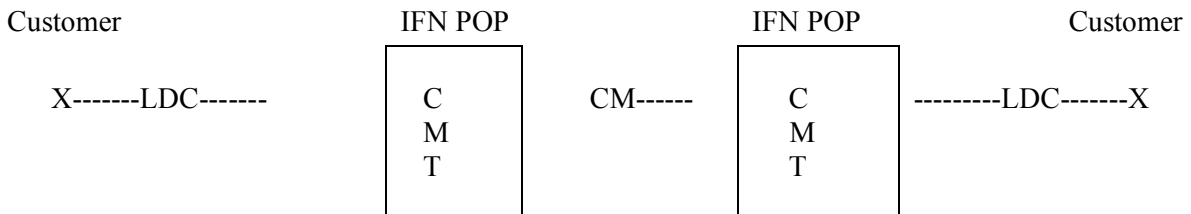
Channel Mileage. The Channel Mileage rate category provides for the transmission facilities between the Company's POPs associated with two Customer-designated premises. Channel Mileage is portrayed in two elements: fixed per band and rate per mile. Notwithstanding the foregoing, however, the Company will not switch local calls.

Optional Features and Functions. The Optional Features and functions rate category provides for optional features and functions which may be added to a Transport Service to improve its quality or utility to meet specific communications requirements. These are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics that may be obtained. These characteristics may be obtained by using various combinations of equipment. Although the equipment necessary to perform a specified function may be installed at various locations along the path of the service, they will be charged for as a single rate element.

Examples of Optional Features and Functions that are available include, but are not limited to the following:

- Signaling Capability
- Hubbing Functions
- Conditioning
- Customer Multiplexing

The following diagram depicts service connecting two Customer designated premises located 10 miles apart.



LDC – Local Distribution Channel, which includes traditional CMT rate element

CM – Channel Mileage

IFN POP – IFN Servicing Center

Applicable rate elements are:

LDC – Two (2) applicable

CM – 10 Miles

Rates and Charges

There are two types of rates and charges. They are monthly recurring rates and nonrecurring charges. The rates and charges are described as follows:

Monthly Recurring Rates. Monthly rates that apply each month or fraction thereof that Transport Service is provided. For billing purposes, each month is considered to have 30 days.

Nonrecurring Charges. Nonrecurring charges are one-time charges that apply for specific work activities. Maximum charges for such activities, otherwise not contained in the monthly rates and charges of these General Terms and Conditions, will be as follows:

- \$70.00 per hour
- \$17.50 per quarter hour
- minimum bill of one hour

These hourly charges will be for the following:

The charges specified do not contemplate work being performed by the Company employees at a time when overtime wages apply, due to the request of the Customer, nor do they contemplate work once begun being interrupted by the Customer. If the Customer requests labor be performed at hours of the day or days of the week other than normal working hours or days (9:00 am – 5:00 pm, Monday through Friday), or on Company recognized national holidays (New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day), or if the Customer interrupts work once begun, an additional charge based upon actual costs incurred by the Company will be imposed.

Installation of Interface Equipment: The Company's charges for modem light source and receiver installation shall be based on the per man hour labor rate of the Company in effect at the time the work is performed.

Installation of Lateral Cable: The Company's charges for installation of lateral cable within the Customer's premises from the vertical riser to the Customer's or Authorized User's station will be based upon the Company's costs of providing such service. Such cost will be determined based upon all relevant elements of cost, including, but not limited to:

- (a) Site Survey
- (b) Physical Design
- (c) Contractor/Construction Costs
- (d) Rights of Way
- (e) Equipment
- (f) Engineering
- (g) Construction
- (h) Depreciation
- (i) Operations
- (j) Maintenance
- (k) Applicable license fees, preparation costs and associated legal expense
- (l) Applicable Taxes

- (m) Rate of Return Contingencies
- (n) Administration Charges

Special Construction/Individual Contract Basis Arrangements: Upon request or in response to competitive request for proposal or for non-standard services, the Company will develop a responsive individual contract billing arrangement for services offered in these General Terms and Conditions, the Company will engage in special construction to provide any of the communications services it is lawfully able to provide, subject to the conditions contained in these General Terms and Conditions and the contract between the Customer and the Company. The Company's charges for special construction services will be based upon the Company's cost of providing such services. The cost will be determined based on all relevant elements of cost, including, but not limited to:

- (a) Site Survey
- (b) Physical Design
- (c) Contractor/Construction Costs
- (d) Rights of Way
- (e) Equipment
- (f) Maintenance
- (g) Administration Charges

An individual contract billing arrangement price quote will be offered to the Customer for acceptance in writing. Such individual contract billing arrangements will specify, among other things, the length of service, minimum volume of service required, and the rates and charges for the proposed service.

Move Charge: The Company's charge for a move of a station to a new location on the same or different premises shall be the Company's actual cost incurred in connection with such move.

Maintenance and Service Charge: The Customer shall be responsible for the cost incurred by the Company in connection with a maintenance and/or service visit to the Customer's or Authorized User's premises when the difficulty or trouble results from the equipment or facilities provided by the Customer or Authorized User. Said cost shall be based upon the current per-man hour labor rate of the Company in effect at the time of the visit.

Customer Contracts: All customer contracts will be filed with the Commission pursuant to Rev. Code §4905.31(E).