

1. WIDE AREA TELECOMMUNICATIONS SERVICE

Effective November 11, 1996, no further installations, moves, rearrangements, or changes of any type to Wide Area Telecommunications Service (WATS) will be made. Customers of record on November 11, 1996 may continue their service as long as such service remains at the location at which it was being furnished on the aforementioned date. In the event that these services are discontinued at their present location for any reason, they will not be reestablished. The preceding supersedes all of the rules and regulations that follow. Effective January 31, 2007, Wide Area Telecommunications Service will be withdrawn in its entirety.

A. Regulations

1. The following general regulations are applicable to Wide Area Telecommunications Service (WATS). In addition, where reference is made in this Guidebook to regulations, rates and charges specified in Guidebooks of the Company, such Guidebooks as they now exist, or as they may be revised, added to or supplemented, are hereby adopted and made a part of this Guidebook.
2. Definition
 - a. WATS includes two types of service as set forth below: (All 800 Service can be provisioned with an 800 or 888 service number.)
 - (1) Outward WATS is the furnishing of facilities required for dial type telecommunications from a telephone over a WATS access line to telephones within the State of Ohio, in accordance with the regulations, rates and charges specified herein.
 - (2) 800 Service (Inward WATS) is the furnishing of facilities required for dial type telecommunications from telephones within the State of Ohio over a WATS access line to a telephone, in accordance with the regulations, rates and charges specified herein.

The WATS rates and charges set forth in this Guidebook are in payment for the service furnished between the calling and called stations.

- b. Dial type telecommunications, as specified in a. above, are calls dialed from or to a telephone connected to a WATS access line or, if facilities are not available for dial completion, a call placed with an operator from or to such telephone. The call may also be placed with an operator in the same manner if for any reason a called dial station cannot be reached.

1. WIDE AREA TELECOMMUNICATIONS SERVICE (cont'd)

A. Regulations (cont'd)

2. Definition

- c. A WATS access line is a line connected to a Company central office and is provided as follows:
 - (1) For the purpose of originating calls (Outward WATS) or receiving calls (800 Service), but not for both.

3. Undertaking of the Company

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

4. Availability of Service

The furnishing of service under this Guidebook will require certain physical arrangements of the facilities of the Company and is therefore subject to the availability of such facilities.

5. Liability of the Company

- a. In view of the fact that the customer has exclusive control of his communications over the facilities furnished him by the Company, and of the uses for which facilities may be furnished him by the Company, and because of unavoidableness of errors incident to the furnishing of the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.

The Company's liability, if any, for its willful misconduct is not limited by this Guidebook. With respect to any other claim or suit, by a customer, or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, and subject to the provisions of c. through e. following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected.

1. WIDE AREA TELECOMMUNICATIONS SERVICE (cont'd)

A. Regulations (cont'd)

5. Liability of the Company (cont'd)
 - c. The Company shall be indemnified and saved harmless by the customer or customers against claims for libel, slander or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, apparatus and systems of the customer; against all other claims arising out of any act or omission of the customer in connection with the facilities provided by the Company; and against any and all losses from damage to the customer's facilities or equipment attached or connected to facilities furnished by the Company.
 - d. When the lines of another telephone company are used in establishing connections to points not reached by the Company's lines, the Company shall not be held liable for any act or omission of the other company.
 - e. The Company does not guarantee nor make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The customer or customers indemnifies and holds 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 customers or by any other person or persons, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of said equipment so provided.

The Company may require each customer to sign an agreement for the furnishing of such equipment as a condition precedent to the furnishing of such equipment.

1. WIDE AREA TELECOMMUNICATIONS SERVICE (cont'd)**A. Regulations (cont'd)****5. Liability of the Company (cont'd)**

The customer shall furnish, install and maintain sealed conduit with explosion-proof fittings between the equipment provided by the Company and points outside the hazardous areas where connection may be made with regular facilities of the Company. The customer may also be required to install and maintain the equipment within the hazardous area if, in the opinion of the Company, injury or damage to Company employees or property might result from the installation or maintenance of such equipment by the Company.

6. Limitations of Service

- a. WATS does not include conference calls or any other calls requiring operator handling except (C) as provided in B.2.b. preceding.
- b. WATS is not represented as adapted for connection to other services of the Company or to customer-provided facilities. It is contemplated that the service will have satisfactory transmission only between the telephone connected to the access line and the calling or called station.

7. Advance Payments

The Company reserves the right to require applicants to make such advance payments as may be necessary to the protection of the Company's Wide Area Telecommunications Service revenues. The amount of the advance payment is credited to the customer's account as applying to any indebtedness under the contract.

8. Construction Charges

The charges as set forth in Part 2, Section 5 are applicable to WATS.

1. WIDE AREA TELECOMMUNICATIONS SERVICE (cont'd)

A. Regulations (cont'd)

9. Denial and Restoration of Service

See Part 2, Section 2.

10. Deposits

See Part 2, Section 2.

11. Payment for Service

See Part 2, Section 2.

12. Authorized Attachments or Connections

See P.U.C.O. Tariff No. 20, Part 2, Section 9.

13. Broadcast of Recordings of Telephone Conversations

See P.U.C.O. Tariff No. 20, Part 2, Section 9.

14. Use of the Service

- a. The Company will permit the resale or sharing of WATS under the terms and regulations in Part 2, Section 2 and subject the provisions of this Guidebook.
- b. WATS is furnished subject to the condition that there will be no abuse or fraudulent use of the service, as defined in Part 2, Section 2.
- c. A written notice will be sent to any customer following oral notification when their service unreasonably interferes with or impairs other services rendered to the public by the Company. If, after notification, the customer makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the customer is unwilling to accept the modifications, or if the customer continues to cause service impairment, the Company reserves the right, at any time without further notice, to institute protective measures, up to and including termination of service. In an emergency situation as defined by the Company, the Company reserves the right to suspend service without advance notice.

1. WIDE AREA TELECOMMUNICATIONS SERVICE (cont'd)

A. Regulations (cont'd)

15. Defacement of Premises

See Part 2, Section 2.

16. Installation, Maintenance and Repairs

See Part 2, Section 2.

17. Ownership and Use of Facilities

See Part 2, Section 2.

18. Assignment or Transfer of Service

See Part 2, Section 2.

19. Cancellation of Applications for Service

See Part 2, Section 2.

20. Floor Space and Power Supply

See Part 2, Section 2.

21. Minimum Contract Period

- a. A one day minimum contract period applies to each inward and outward access line.

22. Rates for Fractional Periods

- a. Charges for a fractional part of a month will be a proportionate part of the monthly charges, based on the actual number of days the service is furnished.
- b. For the purpose of administering these regulations with respect to the determination of charges for a fractional part of a month, every month is considered to have thirty days.

1. WIDE AREA TELECOMMUNICATIONS SERVICE (cont'd)

A. Regulations (cont'd)

23. Allowance for Interruptions

- a. Allowance for interruptions apply to each Inward and Outward WATS access line as follows:
 - (1) When the WATS access line is interrupted for a period of less than 2 hours, no credit applies.
 - (2) When the WATS access line is interrupted for a period of 2 hours to 24 hours, a credit of \$23.00 applies.
 - (3) When the WATS access line is interrupted for a period of more than 24 hours, a credit of \$23.00 applies for each 24 hour period or any fraction thereof.
 - (4) The credit in (2) and (3) above includes all credit to be applied for an interruption.
 - (5) None of the above credit allowances will be made for:
 - (a) non-completion of WATS messages due to busy network conditions;
 - (b) interruption of service due to customer-provided equipment or systems;
 - (c) interruption of service due to the negligence of the customer;
 - (d) interruption of service during any period in which the Company is not afforded access to the premises at which the WATS access line is terminated; or
 - (e) interruption of service during any period when the customer has released the WATS access line to the Company for maintenance purposes, or implementation of a customer order for a change in service arrangement.
- b. Message toll telephone service furnished to a customer when his WATS access line is interrupted is charged for at the message toll telephone service rates specified in Part 9, Section 1.

1. WIDE AREA TELECOMMUNICATIONS SERVICE (cont'd)**A. Regulations (cont'd)****24. Continuity of Service**

Whenever a WATS access line is established for a customer at a location where WATS service was discontinued by such customer less than two weeks previous, the charges for the service so established will begin one day following the disconnect date of the prior service.

25. Restrictions

Although WATS is generally provided as unrestricted service, the following three optional restrictions are available where facility conditions permit:

- a. Restricted from local service area
- b. Restricted from directory assistance (within the same local service area and the same numbering plan area)
- c. Restricted from local service area and directory assistance (within the same local service area and the same numbering plan area)

One type of restriction may be provided per WATS access line, or when WATS is terminated in PBX or Centrex systems, one type of restriction may be provided per group of WATS access lines separately accessed.

26. Timing of Calls

- a. Chargeable time begins when connection is established between a station associated with the WATS access line and the calling or called station, and ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.
- b. When the connection is established through customer-provided equipment, it is the responsibility of the customer to provide answer supervision in order to begin chargeable timing.

1. WIDE AREA TELECOMMUNICATIONS SERVICE (cont'd)**B. WATS Service (Inward WATS and Outward WATS)**

1. Rates and Charges

- a. WATS service includes a WATS access line component. The WATS access line consists of all facilities, including outside plant facilities and premises wiring, from the Company serving central office equipment to the first Company-provided jack or outlet on the customer's premises as covered in C.6. following.
- b. The monthly rates for WATS access lines are as follows:

Description /Billing Code	Monthly Rate
(1) Outward WATS /WFCOS/	\$27.50
(2) 800 Service (Inward WATS) /WFC1S/	32.00

2. Message Usage Charging

The furnishing of WATS is based upon message usage determined separately for outward WATS and 800 Service as follows:

- a. Determine the total number of calls.
- b. Determine the equivalent hours used by applying the minimum average time requirement of 60 seconds, i.e., 1 call = 1 minute.
- c. Determine the total actual hours used.
- d. Determine the chargeable hours which is the greater of b. or c. preceding, rounded to the nearest tenth (one decimal place).
- e. Determine the total number of access lines in service during the month. Access lines in service for a fraction of a month are based on the number of days in service divided by 30 days. The result is rounded to the nearest hundredth (two decimal places).
- f. Determine the average use per line by dividing the chargeable hours in d. preceding by the number of access lines in e. preceding.
- g. Determine the usage charge per line by multiplying the hourly rate in each appropriate hourly group (see i. following) by the number of hours used in each such group and totaling these charges.
- h. Determine the total usage charge by multiplying the usage charge per access line in g. preceding by the total number of access lines in e. preceding.

1. WIDE AREA TELECOMMUNICATIONS SERVICE (cont'd)**B. WATS Service (Inward WATS and Outward WATS) (cont'd)**

2. Message Usage Charging (cont'd)

i. Usage Rate Tables

(1) Outward WATS hourly groups

	Average Hours of Use Per Line - Hourly Rate		
0 to 15	15.1 to 40	40.1 to 80	80.1 and over
\$8.77	\$7.81	\$6.85	\$5.79

(2) 800 Service hourly groups

	Average Hours of Use Per Line - Hourly Rate		
0 to 15	15.1 to 40	40.1 to 80	80.1 and over
\$15.48	\$14.14	\$12.81	\$11.34

3. Service Establishment charges as covered in Part 3, Section 1 for a non-residence exchange service are applicable to a WATS access line.
4. WATS access lines may be terminated in other terminating equipment provided by the customer.
5. Listings will be provided in connection with 800 Service at the rates applicable for non-residence additional listings as set forth in Part 12, Section 1. (C)
6. Extension service may be furnished with WATS access lines subject to the regulations, rates and charges for non-residence Extension Service in Part 4, Section 5.
7. The monthly rate for a WATS access line covers the provision of a standard voice jack (miniature modular). All other jacks are furnished under the provisions of Part 3, Section 1.