

CINERGY TELECOMMUNICATION NETWORKS-INDIANA, INC.

This Tariff contains the regulations and rates applicable to the provision by Cinergy Telecommunication Networks-Indiana, Inc. ("CTN-Indiana, Inc." or "Company") of facilities-based, non-switched, dedicated telecommunications service throughout the State of Indiana. It is on file with the Indiana Utility Regulatory Commission. Copies may be inspected during normal business hours at Company's principal place of business, 139 East Fourth Street, Cincinnati, Ohio, 45201.

Issued: October 4, 2000

Effective: October 5, 2000

Issued under authority of the Indiana Utility Regulatory Commission
By: Stephen P. Biggerstaff, Vice-President
CTN-Indiana, Inc.
139 East Fourth Street, Cincinnati OH 45201-0960

CHECK SHEET

The sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

SHEET	REVISION
1	Original
2	Original
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SYMBOLS

The following are the only symbols used for the purposes indicated below:

D – Delete or discontinue.

I – Change resulting in an increase to a customer's bill.

M – Moved from another tariff location.

N – New.

R – Change resulting in a reduction to a customer's bill.

T – Change in text or regulation but no change in rate or charge.

Z – Correction.

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TARIFF FORMAT

A. Sheet Numbering – Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th Revised Sheet 14 cancels the 3rd Revised Sheet 14.

C. Paragraph Numbering Sequence – There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level.

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets – When a tariff filing is made with the Commission, an updated Check Sheet accompanies the filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e. format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the Commission.

SECTION 1: DEFINITION OF TERMS

As used in this Tariff, the following terms shall have the following meanings unless the context otherwise requires:

Applicant: A carrier, person, firm, partnership, association, company, corporation, government agency, or other entity which makes an applications for service in order to subscribe to the service or facilities, as provided by the carrier.

Application for service: A standard Company order form which includes all technical and descriptive information which will enable the Company to provide the communication services or facilities, or both, as requested by the Applicant and as provided by the carrier.

Authorized User: A carrier, person, firm, partnership, association, company, corporation, government agency, or other entity which is a Customer or authorized by Customer to receive or send communications. An Authorized User must be specifically named in the Customer's Application for Service.

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 or User's Premises.

Circuit or Channel: The unit of bandwidth utilization for any given speed of service. The term applied to a channel used for the transmission of electrical energy in the furnishing of telephone service. In the case of battery circuits and generator circuits, each pair of wires or fraction thereof is considered as a separate channel.

Cancellation: A Customer-initiated request to discontinue processing of a Service Order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each circuit or service canceled from a Service Order prior to its completion, if the Company has already processed the service request and performed engineering and work to facilitate service initiation.

Carrier: A company which provides communications circuits.

Company: Cinergy Telecommunication Networks-Indiana, Inc.

Commission: Indiana Utility Regulatory Commission.

SECTION 1 – DEFINITION OF TERMS, (CONT'D)

Customer: The carrier, person, firm, partnership, association, company, corporation, government agency, or other entity which contracts with the Company to receive telecommunications services from the Company. The Customer is responsible for the payment of all of the Company's rates and charges for such services in compliance with the provisions of this Tariff and the contract entered into between the Customer and the Company.

Disconnection: The disconnection of an installed circuit or other dedicated facility used for existing service.

Fiber Optic Cable: A cable that contains thin filaments of glass through which light beams are transmitted over long distances that can carry enormous amounts of data. Modulating light on thin strands of glass produces major benefits in high bandwidth, low power consumption, total insensitivity to electromagnetic interference and small space needs requirements. All these benefits have great attraction to anyone who needs vast, clean transmission capacity.

Installation: The connection of a circuit or other dedicated facility for new or additional service.

Kbps: One thousand bits per second.

Mbps: One million bits per second.

LEC: Local Exchange Carrier.

Move: Changes in the physical location (whether on the same or different Premises) of service components and items of equipment provided by the Company, without discontinuance of service, when made at the request of the Customer.

Order: A single request by a Customer subscribing to facilities provided by the Company.

Other Carrier: A carrier, person, firm, partnership, association, company, corporation, government agency, or other entity which provides communication services or facilities, or both, including, but not limited to, exchange carriers, electronic message service carriers, resellers, and interconnection companies.

Physical Change: The modification of an existing circuit or port, made at the request of a Customer, requiring equipment or facility Rearrangement.

Point of Presence or POP: The facility of any Carrier which allows origination or termination of communications services.

Premises: A building on continuous property not separated by a public right-of-way.

SECTION 1 – DEFINITION OF TERMS, (CONT'D)

Station: The space designated by the Customer at its place or places of business or residence for termination of the Company service, whether for its own communications needs or for the use of its Authorized Users.

Service Order: A standard Order form that includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide services to a Customer.

Service Rearrangement: Changes to existing services that may be either administrative or physical.

Special Services: A service which is deemed to be any request for service that is not defined in Section 3.

NOTE: Initial access to LEC facilities is the responsibility of the Customer. In the event that the Company acts as the agent for the Customer in obtaining access to LEC facilities, the Company may bill the Customer on the LEC's behalf. The rates charged on behalf of the LEC will be those contained in the LEC Tariff on file with the Commission, plus an Access Coordination Fee (ACF) and Company POP Connection Charge (PCC). The ACF and PCC will be itemized in the customer contract.

Terminal Equipment: Devices, apparatus and their associated wiring, such as teleprinters, telephone hand sets or data sets.

Transmission Speed: Data transmission speed or rate, in bits per second (bps).

User: Same as Authorized User.

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SECTION 2: RULES AND REGULATIONS**2.1 Conditions and Obligations of Customer**

2.1.1 General Customer Conditions. The Company's provision of services to a Customer is subject to the following conditions:

- A. The Customer has entered into a written contract with the Company, in accordance with the terms and conditions described herein.
- B. The Customer shall not use the Company's services for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking.
- C. The Customer, upon request, shall furnish such information as may be required to permit the Company to design and maintain the services it offers and to assure that the service arrangement is in accordance with provisions of this Tariff and the contract entered into between the Customer and the Company.

2.1.2 General Customer Obligations. The Customer shall be responsible for:

- A. Ensuring compatibility of equipment and systems provided by the Customer or User with the interface equipment provided and/or sanctioned by the Company.
- B. Damage to facilities of the Company caused by the Customer or User. The Customer shall shut down its transmission of signals, if Company determines that said transmission is causing interference to the Company or to others.
- C. Reimbursing the Company for any loss occasioned by the theft or other disappearance of the Company's facilities installed on the Customer's or User's Premises.
- D. The provision of the power required to operate the Company's facilities installed on the Customer's or User's Premises.
- E. 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.

SECTION 2: RULES AND REGULATIONS, (CONT'D)

- F. Obtaining permission for the Company's agents or employees to enter the Premise of the Customer or 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.
- G. 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.
- H. All acts 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.
- I. Any breach of the terms and conditions contained in this Tariff or in the contract between the Customer and the Company governing service.
- J. Customer shall provide Company 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 Customer at any time so that Company's authorized personnel, employees, or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by Company. Access to such sites shall be made available at a time mutually agreeable to Customer and Company. 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. Company shall also have the right to obtain access to the cable installed in Customer provided conduit at any splice or junction box. Company is not obliged to provide any credit allowance for any period during which service is interrupted because of Customer's failure to facilitate or permit Company access or for the purpose of installation of service or facilities, repair, maintenance, inspection, replacement or removal of any and all facilities and associated equipment provided by the Company.
- K. When Customer is not the owner of the premises and/or of the adjacent premises, Customer shall furnish Company with satisfactory easements for the location of Company's facilities on the premises and/or on the adjacent premises, unless otherwise provided in the contract between Company and the Customer.

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SECTION 2: RULES AND REGULATIONS, (CONT'D)

- L. Customer shall provide Company the necessary equipment space, conduit, electrical power and suitable environmental conditions required to provide the services, as specified by Company, at each Customer termination point, without charge or cost to Company. Customer agrees to take good care of Premises equipment and building wiring provided by Company as part of the services. Customer agrees to return such equipment and wiring to Company, at the termination of service or the expiration of the applicable term, in its original condition – ordinary wear and tear excepted. Customer shall bear the risk of any loss or damage to Company's equipment or wiring located in Customer's Premises, except where such loss or damage is caused by Company. 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. Company shall install such wiring and equipment as reasonably directed by Customer to comply with lease or other contractual obligations to which Customer is a party, which obligations Customer shall make known to Company when Company is taking the Order for service.

2.2 Obligations of the Company

- 2.2.1 Undertaking. The undertaking of the Company is to furnish service as limited by the terms and conditions of the Tariff and contract entered into between the Customer and the Company, and is also dependent upon Company's ability to secure and retain, without unreasonable expense and within the time frame required, suitable facilities and rights for construction and maintenance thereof.

2.2.2 Limitations.

- A. The Company shall not be responsible for installation, operation, repair, or maintenance of any Terminal Equipment or communications systems provided by a Customer or User. Service is not represented as adapted to the use of such 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 this Tariff. The Company reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.

SECTION 2: RULES AND REGULATIONS, (CONT'D)

- B. Title to all facilities provided by Company under these regulations remains with the Company.
- C. The Company reserves the right to limit or to allocate assigned transmission paths at its discretion or to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control. The Company may also, without obtaining the further consent from Customer, assign any rights, privileges, or obligations under this Tariff. Customer shall not, without prior written consent of 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 this Tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.

2.2.3. Liability and Indemnification.

- A. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service where the same is caused by the Customer or User. The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work. Any liability of the Company arising out of the foregoing or for failing to maintain proper standards of maintenance and operations or for failing to exercise reasonable supervision shall in no event exceed, and shall be limited to an amount equivalent to the proportionate charge(s) by the Company to the Customer for the period of service during which such mistake, omission, interruption, delay, or error or defect in transmission occurs. Customer's sole remedy for such mistakes, omissions, interruptions, delays, or errors or defects in transmission occurring in the course of furnishing service or for failing to maintain proper standards of maintenance and operations or for failing to exercise reasonable supervision shall be limited as set forth above.

SECTION 2: RULES AND REGULATIONS, (CONT'D)

- B. The Company does not make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The Customer or User indemnifies and holds the Company harmless from any and all loss, claims, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or User or by any other party or persons, and 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 maintain, removal, presence, condition, location or use of said equipment so provided.
- C. The Company shall not be liable for any defacement of or damage to the Premises of a Customer or User resulting from the furnishing of facilities or the attachment of the instruments, apparatus and associated wiring furnished by the Company on such Premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the agents or employees of the Company.
- D. The Customer shall indemnify and hold harmless the Company against:
1. Claims for libel, slander, and infringement of copyright arising from the material transmitted over the facilities and any violations of a third party's intellectual property rights, including his/her moral rights, that arise from the actions or omissions of Customer or User.
 2. Claims for infringement of patents arising from, combining with, or using in connection with, facilities furnished by the Company, and systems or apparatus of the Customer or User; and
 3. All other claims arising out of any act or omission of the Customer or User in connection with the facilities provided by the Company.
- E. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer or its User may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents. In no event will the Company be liable for interruptions of service caused as a result of routine maintenance, testing or adjustment of facilities.

SECTION 2: RULES AND REGULATIONS, (CONT'D)

- F. The Company shall not be liable for any failure of performance or equipment, including, but not limited to: causes beyond its control, loss of power, acts of God, fire, flood or other catastrophes; 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 civil or military authority; national emergencies; insurrection; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- G. The Company shall not be liable for any act or omission of any entity furnishing to the Company, or to the Company's Customer/User facilities or equipment used for or with the service that the Company provides. The Company shall not be liable for loss or interruptions in service or for any damages or losses due to the actions, omissions or negligence of the Customer/User or of any authorized entity connected to the service of the Customer or due to the failure or malfunction of Customer/User-provided or authorized entity-provided equipment or facilities or due to the failure of the Customer/User to fulfill any obligation under this Tariff.
- H. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at Premises of the Company; nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- I. 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.
- J. A Customer shall be responsible for damage to the facilities of the Company caused by it or its use of Company's facilities or service.

SECTION 2: RULES AND REGULATIONS, (CONT'D)**2.2.4. Provision of Facilities.**

- A. Upon agreement between the Company and the Customer, the Company will provide all facilities necessary for service.
- B. Service furnished by the Company will be provided for in the contract between the Customer and the Company, provided the necessary facilities are available. Where facilities are not available, and/or additional expenditures are involved in making them available, the Customer may be required to pay additional charges to cover the unusual expenditures, or to contract for service beyond the initial period, or both.

2.3 Interconnections

- 2.3.1 Company's service will not directly interconnect with the public switched network. Customer will likely take service or facilities of other authorized communications common carriers and with private systems, which may need to be subject to technical limitations established by the Company. 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 shall be responsible for damage to the facilities of the Company caused by it or its use of Company's facilities or services.
- 2.3.2 Interconnection with the facilities or services of other Carriers shall be effected pursuant to the applicable terms and conditions of the other Carrier's Tariffs and under this Tariff. The Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided Terminal Equipment or communications systems with Company's facilities, and in this case the Customer shall secure all licenses, permits, and other arrangements necessary for such interconnections.

SECTION 2: RULES AND REGULATIONS, (CONT'D)

- 2.4 Minimum Service Period.** The minimum service period for which service will be provided by the Company to the Customer (the "Minimum Service Period") shall be the period specified in the contract between the Customer and the Company, but shall not be less than twelve (12) months, unless otherwise agreed by the Company. The Customer and Company may agree to longer minimum terms for particular services as specified in the contract between the Customer and the Company.
- 2.5 Commencement of Service.** A prospective Customer desiring service from 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.
- 2.6 Payment of Rates and Charges**
- 2.6.1 The Customer is responsible for payment of all rates and charges as specified in the contract between the Company and the Customer for services furnished by the Company to the Customer or User. The Customer or User will be billed periodically, as specified in the contract, in advance, for the services provided by the Company. Charges are payable at the Company's general office or at such other place(s) as may be designated by the Company. Any billing errors, including incorrect Tariff application, shall be adjusted to the known date of error or for a period of one year, whichever is shorter.
- 2.6.2 The Customer is responsible for the payment of all state, local and 9-1-1 taxes, surcharges, utility fees, or other similar fees for which the Customer or User is directly responsible and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Commission. These charges may appear as separate line items on the Customer's bill, as opposed to being included in the rates contained in a Tariff or in the contract. Any such line item charges will be set forth in the Company's Tariff or the Customer's contract.

SECTION 2: RULES AND REGULATIONS, (CONT'D)

- 2.6.3 Service is provided and billed beginning on the date that service becomes effective.
- 2.6.4 If written notice of a dispute as to a charge is not received by Company, the invoice shall be considered correct and binding unto the Customer.
- 2.6.5 Bad Check Charge. The Company may charge and collect a fee from Customer to cover the cost of handling an unsecured check, if a Customer tenders in payment of an account a check which upon deposit by the Company is returned as unpaid by the financial institution for insufficient funds. Unless otherwise agreed to in the contract between the Customer and the Company, the charge will be the amount appearing on the Price List (section 4 of this Tariff).

2.7 Cancellation of Service by Company

- 2.7.1 The Company, by ten (10) days written notice to the Customer, may discontinue service or cancel an Application for Service, without incurring any liability upon:
- A. Nonpayment of any sum due by Customer to the Company; or
 - B. A violation of any material condition governing the furnishing of service as specified in this Tariff or in the contract for service between the Customer and the Company.

2.8 Cancellation of Service by the Customer Prior to End of Minimum Service Period

- 2.8.1 Service may be canceled by the Customer only on thirty (30) days prior written notice to the Company or as specified in the contract between the Customer and the Company.
- 2.8.2 If the Customer cancels the service prior to the end of the Minimum Service Period, the Customer shall pay a Cancellation charge in the amount specified in the contract between the Customer and the Company.

2.9 Cancellation of Application for Service

- 2.9.1 If a prospective Customer cancels an Application for Service prior to the start of installation or special construction of facilities by the Company, no charge shall be made to the prospective Customer. If the installation of facilities has been started prior to the Cancellation, the prospective Customer shall pay a Cancellation charge in the amount specified in the contract between the Customer and the Company. Installation or special construction of facilities for a Customer is considered to have started when the Company incurs any expense in connection therewith or in preparation thereof which would not otherwise have been incurred, provided:

SECTION 2: RULES AND REGULATIONS, (CONT'D)

- A. The Customer has advised the Company to proceed with the installation, or
- B. The Company has advised the Customer that, in accordance with Customer's Order, it is commencing the installation.

2.10 Maintenance and Testing

- 2.10.1 Company may, upon reasonable notice to the Customer by the Company, make such tests and inspections as may be necessary to maintain the Company's facilities, as well as to determine whether the requirements of this Tariff and the contract with Customer are being complied with in the operation and maintenance of the Company's equipment. The Company may interrupt the service at any time, without penalty to itself, for such purposes stated above.
- 2.10.2 Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary, as determined by the Company in its sole discretion, to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.11 Interruption of Service

- 2.11.1 Credit for failure of service or equipment will be allowed per the terms of the contract between the Customer and the Company.
- 2.11.2 No credit will be allowed for failure of services due to:
 - A. Failure of or interruption caused by a Customer or User or the Customer's or User's facilities.
 - B. Negligence or willful acts or omissions of a Customer or User.
 - C. Unauthorized use of a Customer's service.
- 2.11.3 Unless otherwise specified in the contract between the Customer and the Company, credit allowance for failure of service or equipment starts when the Customer notifies the Company of the failure, and ceases when service provided by the Company has been restored and/or the equipment provided by the Company becomes operational.
- 2.11.4 The Customer shall notify the Company as provided for in the contract with the Customer of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by the Authorized User-provided facilities.

SECTION 2: RULES AND REGULATIONS, (CONT'D)

- 2.11.5 Unless otherwise provided for in the contract between the Customer and the Company, credit will be allowed only for disabled portions of the service or equipment.
- 2.11.6 Unless otherwise provided in the contract between Customer and the Company, the Company, at its option, may deny a Customer's request for credit in accordance with section 2.11 herein, if notification of alleged inferior or inadequate service has not been received by the Company's service department within twenty four (24) hours of the occurrence. No credit will be allowed absent such notification.
- 2.11.7 Emergency maintenance and repair services will be available to Customers who require it as provided in the contract between Customer and Company.

2.12 Terminal Equipment

- 2.12.1 The Company's facilities and service may be used with or terminated with Terminal Equipment and/or communication systems, such as teleprinters, handsets or data sets, provided by Customer or User. Such Terminal Equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer shall be responsible for all costs at its Premises, including, but not limited to, Customer personnel, wiring, and electrical power, incurred in the Customer's/User's use of Company's facilities and service, except as otherwise provided in the contract between the Customer and Company.
- 2.12.2 When Terminal Equipment provided by a Customer or User is used, the equipment shall comply with the minimum protective criteria set by the Company and generally accepted in the telecommunications industry.
- 2.12.3 If a Customer or User fails to maintain and operate its Terminal Equipment properly, resulting in the occurrence of a possibility of harm to Company's equipment, personnel, or the quality of service to other Customers, 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 of service, Company may, upon written notice, terminate the Customer's service immediately.

SECTION 2: RULES AND REGULATIONS, (CONT'D)

- 2.13 Company Disconnect Credit.** If the Company discontinues a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated for each day the service was rendered or the equipment was provided. At Company's discretion, such credit will be issued to the Customer or applied against the balance remaining on the Customer's account.
- 2.14 Special Services**
- 2.14.1 Service Description. For the purpose of this Tariff, "Special Services" means any request for service that is not defined in Section 3.
- 2.14.2 Specific Regulations.
- A. If, at the request of a Customer, the Company obtains facilities not normally used to provide service to its customers, the costs incurred will be billed as a Special Service.
 - B. If, at the request of a 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.
 - C. If special signaling, conditioning, equipment or other features are required to make equipment provided by a Customer or User efficient or compatible with the Company's service or equipment, the cost of providing necessary equipment and materials and all associated installation costs, including, but not limited to, engineering, labor, supervising and transportation costs, will be billed to the Customer as a Special Service.

SECTION 2: RULES AND REGULATIONS, (CONT'D)

- 2.15 After Hours Installation and/or Maintenance Charge.** When at the specific request of a Customer, installation and/or routine maintenance is performed outside of the regular business hours, additional Special Service charges apply. Such Special Service charges shall take into account labor, material, storage, freight, and handling and other costs incurred by the Company in the provision of such Special Services. Special Services charged pursuant to this section may include, but are not limited to, standby in excess of one hour, weekend, holiday, or night time cut-over, and additional installation testing in excess of the normal testing required to provide service.
- 2.16 Discounts.** The Company may offer discounts based on factors such as volume of service taken (or, when appropriate, "revenue commitment" and/or "time of day"), and other factors supporting such discounts for its services.
- 2.17 Late Payments.** Payment for all charges will be due as provided in the contract between the Company and the Customer. If a balance has remained unpaid for more than seventeen (17) days after the statement is mailed to the Customer, late payment charges shall apply, unless the contract between the Company and Customer otherwise provides. The monthly late payment charge shall be ten percent (10%) for the first three dollars (\$3.00) of unpaid balance and three percent (3%) of any unpaid amount above three dollars (\$3.00), unless the contract between the Company and the Customer otherwise provides (or unless a lower rate is prescribed by law, in which event at the highest rate allowable by law will be applied). The late payment charge will not apply to previous late payment charges that have been assessed but not yet paid, but will apply to any other accumulated balances for which the customer is in arrears. Late payment charges will be applied in a nondiscriminatory manner. Company may, at its option, forego the assessment of a late payment charge once each six months where Customer has established a good payment record.

SECTION 3: SERVICE DESCRIPTION
POINT-TO-POINT DARK FIBER INSTALLATION AND LEASE

3.1 Point-to-Point Dark Fiber Installation and Lease. This service provides for the installation and sale or lease of dark Fiber Optic Cabling to connect (a) various customer premises, (b) premises of customer to the points of presence of interexchange carriers, or (c) premises of customer to Internet service providers.

3.1.1 Charges for Installation and Lease of Fiber Optic Cable. The Company's charges for installation and sale or lease of dark Fiber Optic Cable will take into account 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 Expenses
- L. Applicable Taxes
- M. Rate of Return Contingencies
- N. Administration Charges

3.1.2 Individual Contract Basis Arrangements. Upon request, or in response to a competitive request for proposal, the Company will develop a responsive individual contract basis arrangement for services offered in this Tariff. The Company will provide any of the communications services it is lawfully able to provide, subject to the conditions contained in this Tariff and/or the contract between the Customer and the Company. The Company's charges for services will be based upon all relevant elements of cost as described in Section 3.1.1 of this Tariff.

Individual customer contracts will be submitted to the Commission. If appropriate, such contracts will be submitted as confidential trade secrets.

3.1.3 Pricing. Prices quoted in a response to a request for proposal or in an individual contract will be set at a level that is at least equal to the relevant incremental costs for the requested service. Such prices will also be available for similarly situated Customers. Appropriate cost support will be submitted to the Commission, if required. If appropriate, such cost support will be submitted as confidential trade secrets.

SECTION 3: SERVICE DESCRIPTION, (CONT'D)

- 3.1.4 **Billing.** 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 and only as applicable to the service, the length of service, minimum volume of service required, and the rates and charges for the proposed service. Billing intervals and Customer payments will also be arranged on a contractual basis.
- 3.1.5 **Acceptance Testing.** At no additional charge, at the time of installation the Company will test the circuits to ensure the quality meets the standards agreed to in the contract between the Company and the Customer. The results will be made available for the Customer's review and approval. Acceptance is considered to take place upon completion and approval of all tests. Billing will commence upon acceptance.
- 3.2 Types of Charges.** There are two types of charges: (1) monthly recurring charges and; (2) nonrecurring charges. The charges are described as follows:
- 3.2.1 **Recurring Charges.** Charges that apply for each billing period or fraction thereof that dark fiber service is provided.
- 3.2.2 **Nonrecurring Charges.** Nonrecurring charges are one-time charges that apply for specific work activities and that apply in all instances other than the initial installation of the service. Nonrecurring Charges will be addressed in the contract between the Customer and the Company and will vary depending on the time of day that work is performed, whether work is to be performed on a weekend or a holiday and the type of expertise/job classification of the persons performing the services. There may be an additional charge if the Customer interrupts work once begun. The Company reserves the right, at its sole discretion, to determine the appropriate personnel to perform services.

For purposes of determining Nonrecurring Charges, normal working hours or days are the hours from 9:00 AM - 5:00 PM, Monday through Friday, and Company recognized national holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving Day, Christmas Eve and Christmas Day.

SECTION 3: SERVICE DESCRIPTION, (CONT'D)

- 3.2.3 Move Charge. The Company's charge to Customer for a move of a station to a new location on the same or different Premises shall be the Company's cost incurred in connection with such move.
- 3.2.4 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 User's Premises when the difficulty or trouble results from the equipment or facilities provided by the Customer or 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 or as agreed to in the contract between the Customer and the Company.

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Issued under authority of the Indiana Utility Regulatory Commission
By: Stephen P. Biggerstaff, Vice-President
CTN-Indiana, Inc.
139 East Fourth Street, Cincinnati OH 45201-0960

SECTION 4: RATES AND CHARGES/PRICE LIST

4.1 Bad Check Charge. A twenty-five dollar (\$25.00) charge will be assessed for all checks returned by drawee bank or other financial institution, unless otherwise provided by contract.

4.2 Individual Contract Basis Arrangements. All pricing is based on Individual Contract Basis Arrangements. Upon request or in response to a competitive request for proposal, the Company will develop a responsive individual contract for services offered in this Tariff. The Company's charges for services will take into account the Company's cost of providing such services. Prices quoted in response to requests for proposal will be set at a level that is at least equal to the relevant incremental costs for the requested service. Such price will also be available for similarly situated Customers. Appropriate cost support will be submitted to the Commission if requested. If appropriate, such cost support and individual contracts will be submitted to the Commission as confidential trade secrets.