

AT&T Communications of Ohio, Inc.

Local Exchange Services

Title Page
1st Revised Page 1
Cancels Original Page 1

P.U.C.O. NO. 8

AT&T COMMUNICATIONS OF OHIO, INC.

SCHEDULE OF CHARGES AND
REGULATIONS GOVERNING

BASIC LOCAL EXCHANGE SERVICES

(C)

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Carol Paulsen, Director
Dallas, Texas

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TABLE OF CONTENTS

SECTION

	TARIFF INFORMATION
1	APPLICATION OF THE TARIFF
2	GENERAL REGULATIONS
3	SERVICE AREAS
4	SPECIAL ARRANGEMENTS
5	RESERVED FOR FUTURE USE
6	RESERVED FOR FUTURE USE
7	AT&T LOCAL EXCHANGE SERVICES
	PRICE LIST

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EXPLANATION OF SYMBOLS

Revisions to this tariff are coded through the use of the following symbols:

- (C) Indicates a change in regulation.
(D) Indicates a discontinued rate or regulation.
(I) Indicates an increase.
(N) Indicates a new rate or regulation.
(R) Indicates a reduction.
(T) Indicates a change in text.

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Local Exchange Services

Section 1
2nd Revised Page 1
Cancels 1st Revised Page 1

P.U.C.O. NO. 8

1. APPLICATION OF TARIFF

- 1.1 This tariff applies to the furnishing of Basic Local Exchange Services defined herein by AT&T Communications of Ohio, Inc., (hereinafter referred to as the Company or AT&T). Local Exchange Services are furnished for the use of end-users in placing and/or receiving local telephone calls within exchanges depicted in Section 3. Services, features and functions will be provided where facilities, including, but not limited to, billing capability and the ability of AT&T to purchase service elements from appropriate tariffs for resale, are available. (C)

All telephone companies are subject to the commission's rules found in the Telephone Company Procedures and Standards, Chapter 4901:1-6 of the Administrative Code. Customers have certain rights and responsibilities under the Telephone Company Procedures and Standards. These safeguards can be found in the Ohio Adm. Code 4901:1-6-12, which is entitled "Service Request for Basic Local Exchange Service (BLES)." These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service. (C)

AT&T reserves the right to offer its customers a variety of competitive services as deemed appropriate by the Company. (C)

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

A. General

The Company undertakes to provide the services offered in this tariff on the terms and conditions and at the rates and charges specified herein.

Local Exchange Services consists of furnishing one way or two-way communication to or from a demarcation point on the customer's premises and another demarcation point within a Local Service Area as specified in Section 3 of this tariff.

Services, features and functions will be provided where facilities, including but not limited to, billing capability, technical capability and the ability of the company to purchase underlying services, features and functions and/or unbundled network elements ("UNEs") (as that term is defined by applicable law), either alone or in combination (including a combination of unbundled switching with other UNEs), are available. AT&T reserves the right to modify its terms and conditions, upon 30 days notice, in the event that changes occur (including regulatory changes) which affect either the availability of facilities to AT&T, or the terms and conditions upon which they are obtained. The foregoing is in addition to all other existing rights retained by AT&T to modify or terminate any contract or tariffed service at any time. In this event, customers shall have an opportunity to cancel contracts or tariffed services without penalty.

The Company reserves the right to increase charges for the services provided to the customer, regardless of any term commitment, as a result of (a) expenses incurred by the Company reasonably relating to regulatory assessments stemming from an order, rule or regulation of any regulatory authority or court having competent jurisdiction, (b) other governmental charges or fees, (c) charges or payment obligations imposed on international calls to mobile numbers, or (d) reductions in amounts other carriers are required to pay the Company or increases in the amount the Company is required to pay to other carriers. In this event, customers shall have an opportunity to cancel contracts or tariffed services without penalty.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

A. General (Cont'd)

The Company's obligation to furnish service features and/or facilities is also dependent upon its ability to provide, secure and retain, without unreasonable expense to the Company (a) suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment, (b) suitable space for its plant and facilities in the building where service is or is to be provided, (c) facilities for interconnection from alternate suppliers.

Except as may otherwise be specified in this tariff, service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

In the event of a dispute, the non-prevailing party may be liable for reasonable court costs and attorneys' fees.

B. Terms and Conditions

Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. The customer may also be required to execute any other documents as may reasonably be requested by the Company in connection with the provisioning of Local Exchange Service.

At the expiration of the initial term specified in each service order, or of any extension thereof, service shall continue on a month to month basis at the then current month to month rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

C. Notification of Service-Affecting Activities

The Company will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of the Company's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual customer but affect many customers' services. No specific advance notification period is applicable to all service activities. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the customer may not be possible.

D. Provision of Equipment and Facilities

- 1) The Company shall use reasonable efforts to make services available to a customer on or before a particular date, subject to the provisions of and compliance by the customer with the regulations contained in this tariff. The Company does not guarantee availability, except as stated or expressly provided for in this tariff.
- 2) The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the customer. The customer may not, nor may the customer permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment provided or installed by the Company, except upon the written consent of the Company.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

D. Provision of Equipment and Facilities (Cont'd)

- 3) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby degrade the technical parameters of the service provided to the customer.
- 4) Equipment the Company provides or installs at the customer premises for use in connection with services the Company offers shall not be used for any purpose other than that for which the Company provides, installs or has installed on its behalf.
- 5) The Company shall not be responsible for the installation, operation or maintenance of any customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities.
- 6) When the facilities or equipment of other companies are used by the customer, the Company is not liable for any act, error, omission or interruption caused by the other company or their agents or employees. This includes but is not limited to:
 - a. The provision of a signaling system database by another company;
 - b. The transmission of signals by customer-provided equipment or for the quality of, or defects in, such transmission; or
 - c. The reception of signals by customer-provided equipment.
- 7) The customer shall be responsible for the payment of service charges, as set forth herein, 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.

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P.U.C.O. NO. 8

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

E. Customer Equipment

A customer may transmit or receive information or signals via the facilities of the Company by use of customer-provided equipment.

1) Station Equipment

Customer-provided equipment on the customer premises, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the customer.

The customer is responsible for ensuring that customer-provided equipment and wiring connected to Company equipment and facilities is compatible with such Company-provided equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and facilities by the connection, operation or maintenance of such customer-provided equipment and wiring must be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. If the Company, in its sole discretion, reasonably determines that additional protective equipment is required to prevent such damage or injury, it shall be provided at the customer's expense.

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P.U.C.O. NO. 8

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

E. Customer Equipment (Cont'd)

2) Inspections

Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections of the customer's premises as may be necessary to determine that the customer is complying with the requirements set forth in this tariff.

If the protective requirements for customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. AT&T may immediately and without notice deny service when the customer (a) subjects AT&T or non AT&T personnel to hazardous conditions, (b) circumvents AT&T's ability to charge for its services, prevent and protect against fraud or (c) acts in a way that may cause immediate harm to the local exchange network or other company services.

In such case, the Company will make a reasonable effort to give the customer prior notice before denying service.

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2. GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY

A. Service Liability

The Company's liability, if any, for its willful misconduct is not limited by this tariff. 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 a service, and subject to the provisions following, the Company's liability shall be in accordance with the Telephone Company Procedures and, Section 4901:1-6. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this tariff as a Credit Allowance for Interruptions. However, if the interruption to service is restored within 24 hours after said interruption is reported to the Company or being found by the Company to be out of service (whichever occurs first), no allowance will be made. (C)

The Company is not liable for damages to premises resulting from the furnishing of service, including the installation and removal of equipment or facilities and associated wiring, unless the damage is caused solely by the Company's negligence. (C)

The Company shall be indemnified, defended and held harmless against any claim, loss or damage arising from the use of service offered under this tariff, involving:

- 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
- 2) Claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others;
- 3) All other claims arising out of any act or omission of others in the course of using services provided pursuant to this tariff;

P.U.C.O. NO. 8

2. GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY (Cont'd)

A. Service Liability (Cont'd)

- 4) Damages associated with a service or equipment which it does not furnish.

The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer or user from any and all claims by any person relating to the services so provided.

No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff.

The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, facility availability, governmental orders, civil commotion's, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations, acts of God and other circumstances beyond the Company's reasonable control.

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2. GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY (Cont'd)

B. Temporary Suspension for Repairs

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give customers who may be affected as reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the customer the least inconvenience. When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of communications or customer's service.

C. Credit Allowance for Interruptions

No interruption allowance shall be made for failures in facilities provided with or by other carriers except as may otherwise be provided in other Sections of this tariff. Credit is not allowed for interruptions to service of less than seventy-two hours.

(C)

Basic Local Exchange Service subscribers who experience a service interruption in excess of seventy-two hours and who call to report the outage to the company shall be provided a credit equal to at least one month's charges for any local services rendered inoperative.

(C)

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(C)

2. GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY (Cont'd)

C. Credit Allowance for Interruptions (Cont'd)

Computation of such credits shall apply to all charges for basic local exchange services rendered inoperative. This rule does not apply if the service interruption: (C)

- 1) Occurs as a result of a negligent or willful act on the part of the subscriber;
- 2) Occurs as a result of a malfunction of subscriber-owned telephone equipment or inside wire; (C)
- 3) Occurs as a result of acts of god; military action, wars, insurrections, riots, or strikes; or
- 4) Is extended by the company's inability to gain access to the subscriber's premises due to the subscriber missing a repair appointment.

No interruption allowance shall apply where service is interrupted by the negligence or willful act of the customer or where the Company, pursuant to the terms of the tariff, suspends or terminates service, because of nonpayment of bills due the Company, unlawful or improper use of the facilities or service, or any other reason covered by the tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this tariff, the customer is responsible for providing electric power.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

A. The customer shall be responsible for:

- 1) The payment of all applicable charges pursuant to this tariff;
- 2) Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the customer or the noncompliance by the customer with these regulations, or by fire or theft or other casualty on the customer premises, unless caused by the sole negligence or willful misconduct of the employees or agents of the Company;
- 3) Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 4) Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of any associated equipment or facilities used to provide Basic Local Exchange Services to the customer from the cable building entrance or property line to the location of the equipment or facilities space described above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided equipment or facilities, shall be borne entirely by, and may be charged by the Company to the customer;

(C)

P.U.C.O. NO. 8

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

A. (Cont'd)

- 5) Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees, agents and/or suppliers shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- 6) Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of Company facilities and equipment in any customer premises or the rights-of-way for which the customer is responsible under this section; and granting or obtaining permission for Company employees, agents and/or suppliers to enter the premises of the customer for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- 7) Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

B. Claims

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

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

C. Resale

- 1) All Company Local Exchange Services are available for resale unless otherwise specifically indicated.
- 2) Customers, who subscribe to Local Exchange Service and resell this service to others, shall be the Customer of Record. The Customer of Record shall be responsible for complying with all laws and regulations of the State of Ohio which relate in any way to the Customer of Record's provision of local telephone service, including, but not limited to, laws and regulations regarding consumer protection, billing and collection practices, tariffing obligations, and the payment of applicable taxes.

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P.U.C.O. NO. 8

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

C. Resale (Cont'd)

- 3) The Company will bill the Customer of Record who is at all times responsible for payment of the full amount of all charges incurred. The Company is not responsible for the allocation of usage or charges for resold services. The Customer of Record is responsible for allocating charges to its end-users.
- 4) AT&T will communicate with the Customer of Record with respect to ordering, provisioning, maintenance, repair, billing, collection, and other matters related to Local Exchange Services. The Company has no obligation to provide notice to, or communicate with the Customer of Record's end-users.
- 5) With respect to resold services, applications for service as well as requests for additions, rearrangements or discontinuance of service will be accepted only from the Customer of Record.
- 6) In connection with the marketing of its services, the Customer of Record may not directly or indirectly (1) use AT&T's trade names, trademarks, service marks, registered marks or other indicia of origin (or confusingly similar names, marks or other indicia) in a manner that may cause third parties (including the Customer of Record's end-users) to believe that service provided by the Customer of Record is AT&T service; or (2) use AT&T's corporate logos, or trade dress (or confusingly similar logos or trade dress).
- 7) The furnishing of special arrangements to resellers is subject to the regulations set forth in this tariff.

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P.U.C.O. NO. 8

2. GENERAL REGULATIONS

2.4 CONNECTIONS OF TERMINAL EQUIPMENT AND COMMUNICATIONS SYSTEMS

A. Recording of Two-Way Telephone Conversations

Local Exchange Services are not represented as adapted to the recording of two-way telephone conversations. However, customer-provided voice recording equipment may be directly, acoustically or inductively connected with local exchange services for the recording of such conversations. When such connections are made, the customer-provided voice recording equipment shall be so arranged that at the will of the user it can be activated or deactivated. In addition, one of the following conditions must apply:

- 1) A person who is a party to the conversation has consented to the recording of the conversation or a person who is a party to the conversation has given prior consent to the person who is recording the conversation, provided such taping in either event is not for the purpose of committing a criminal, tortuous or injurious act.

- 2) Exceptions

The exceptions to the foregoing requirements are as follows:

- a. Recordings made of incoming calls to telephone numbers publicized for emergencies involving health or safety of life and property (e.g., emergency situations involving fire, health care, police, public utilities and emergency road service) and outgoing calls made in immediate response to such calls.
- b. Recordings of calls made for patently unlawful purposes, such as bomb threats, kidnap ransom requests and obscene telephone calls. Outgoing calls made in immediate response to such calls are also excepted.
- c. Recording of calls made by Federal, State or local law enforcement authorities, or federal intelligence authorities, acting under cover of law.

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2. GENERAL REGULATIONS

2.4 CONNECTIONS OF TERMINAL EQUIPMENT AND COMMUNICATIONS SYSTEMS
(Cont'd)

B. Violation of Regulations

When any terminal equipment or communications system is used with Local Exchange Services in violation of any of the provisions of this tariff, the Company will take immediate action, based on the circumstances, to protect its services or interests, including disconnection of the service, and will promptly notify the customer of the violation. The customer shall discontinue such improper use of the terminal equipment or communications system or correct the violation and shall confirm in writing to the Company within 10 days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure of the customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above shall result in disconnection of the customer's service until such time as the customer complies with the provisions of this tariff.

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AT&T Communications of Ohio, Inc.

Local Exchange Services

Section 2

2nd Revised Page 17

Cancels 1st Revised Page 17

P.U.C.O. NO. 8

2. GENERAL REGULATIONS

2.5 PAYMENTS AND CHARGES

Payments and charges for Basic Local Exchange Service are in
accordance with the Telephone Company Procedures and Standards,
Section 4901:1-6.

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2. GENERAL REGULATIONS

2.5 PAYMENTS AND CHARGES (Cont'd)

A. Billing Disputes

(T)

The customer is responsible for notifying the Company of any charges in dispute and the specific basis of such dispute. The Company reserves the right to require such notice to be in writing. All charges not in dispute shall be paid by the customer by the payment due date. Upon notification of a dispute, the Company shall undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company shall notify the customer of any amount determined by the Company to be correctly charged and such amount shall become immediately due and owing. Amounts determined by the Company to be correctly charged shall also be subject to the late payment charge specified in this tariff.

The customer must provide the Company with notice of a dispute within one hundred and twenty (120) days from the bill date.

B. Advance Payments

(T)

The Company may require a customer or applicant to make an advance payment as a condition of continued or new service. The Company reserves the right to require from an applicant for service advance payments of recurring and nonrecurring charges, estimated usage charges, and other charges and guarantees in such amount as may be deemed necessary by the Company for safeguarding its interests. In addition, where special construction is involved, advance payment of the construction charges quoted may be required at the time of application. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made.

Advance payments do not accrue interest and may be required in addition to a deposit.

2. GENERAL REGULATIONS

2.5 PAYMENTS AND CHARGES (Cont'd)

C. Deposits (T)

The Company may require a deposit of a customer who cannot establish a credit standing satisfactory to the Company pursuant to the Telephone Company Procedures and Standards Rule 4901:6-12(10). (C)
(C)

When service is terminated, the amount of the deposit will be applied to any indebtedness to the Company for service charges. (D)
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(D)

Cash deposits are not to exceed 230% of a reasonable estimate of one month's service charges for the installation of Basic Local Exchange Services for any person that it determines, in its discretion, is not creditworthy. (C)
|
(C)

D. Returned Check Charges (T)

In addition to any late payment charges specified in this tariff, a business customer will be assessed a \$15.00 charge for each check, draft, or electronic funds transfer submitted by the customer to the Company which a financial institution refuses to honor.

E. Minimum Period Charge (T)

Except as otherwise noted in this tariff, the minimum period for service is one month. When a service is discontinued prior to the expiration of the minimum period, the minimum period charge will apply. In addition, all nonrecurring charges associated with the provision of the service will be billed.

2. GENERAL REGULATIONS

2.5 PAYMENTS AND CHARGES (Cont'd)

F. Late Payment Charge

(T)

If any portion of the customer's payment is received by the company after the payment due date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, a Late Payment Charge shall be due to the Company, provided billing capability exists. The Late Payment Charge shall be the portion of the payment not received by the date due, multiplied by a factor. The late payment factor shall be 1.5% per month. The minimum Late Payment Charge is \$5.00.

Late Payment Charges do not apply to the disputed portion of unpaid balances, if resolved in favor of the customer. The disputed portion of unpaid balances, if resolved in favor of the Company, may be subject to the Late Payment Charge as of the original due date noted on the customer's bill. Undisputed amounts of the same bill may be subject to the Late Payment Charge if they remain unpaid by the due date noted on the customer's bill.

Collection procedures and security deposit requirements are unaffected by the application of the Late Payment Charge.

The Late Payment Charge does not apply to final accounts.

AT&T COMMUNICATIONS OF OHIO, INC.

LOCAL EXCHANGE SERVICE

SECTION 2

1ST REVISED PAGE 21

CANCELS ORIGINAL PAGE 21

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2. GENERAL REGULATIONS

(D)

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AT&T COMMUNICATIONS OF OHIO, INC.

LOCAL EXCHANGE SERVICE

SECTION 2

1ST REVISED PAGE 22

CANCELS ORIGINAL PAGE 22

P.U.C.O. NO. 8

2. GENERAL REGULATIONS

(D)

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AT&T COMMUNICATIONS OF OHIO, INC.

LOCAL EXCHANGE SERVICE

SECTION 2

1ST REVISED PAGE 23

CANCELS ORIGINAL PAGE 23

P.U.C.O. NO. 8

2. GENERAL REGULATIONS

(D)

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AT&T COMMUNICATIONS OF OHIO, INC.

LOCAL EXCHANGE SERVICE

SECTION 2

1ST REVISED PAGE 24

CANCELS ORIGINAL PAGE 24

P.U.C.O. NO. 8

2. GENERAL REGULATIONS

(D)

(D)

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AT&T COMMUNICATIONS OF OHIO, INC.

LOCAL EXCHANGE SERVICE

SECTION 2

1ST REVISED PAGE 25

CANCELS ORIGINAL PAGE 25

P.U.C.O. NO. 8

2. GENERAL REGULATIONS

(D)

(D)

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P.U.C.O. NO. 8

2. GENERAL REGULATIONS

2.7 ASSIGNMENT OR TRANSFER OF SERVICE

The customer may not assign or transfer its rights or duties in connection with the services and equipment or facilities provided by the Company without the written consent of the Company. The Company may assign its rights and duties without prior notice or consent (a) to any subsidiary, parent company, or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company, or (c) pursuant to any financing, merger or reorganization of the Company.

2.8 NOTICES AND COMMUNICATIONS

All notices or other communications required to be given pursuant to this tariff will be in writing except where notice is provided in this tariff. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication, or bill with the U.S. Mail or a private delivery service, postage prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

The Company or the customer shall advise the other party of any changes to the addresses designated for notices, billing or other communications.

2.9 PROVISION FOR CERTAIN LOCAL TAXES AND FEES

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar fees or taxes, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, to the rates and charges stated in the Company's standard schedules, in amounts which in the aggregate for the Company's customers of any political entity shall be equal to the amount of any such fee or tax upon the Company. Company shall, so long as any such tax or fee is in effect, add to the bills of the customers in such political entity pro rata on the basis of the revenue derived by Company from each such customer, an amount sufficient to recover any such tax or fee and may list this amount separately on the bill.

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2. GENERAL REGULATIONS

2.10 TELECOMMUNICATIONS RELAY SERVICE

The Company will provide access to a Telecommunications Relay Service (TRS). The service permits telephone communications between hearing and/or speech-impaired individuals who must use a Teletypewriter (TTY) and individuals with normal hearing and speech.

TRS assisted calls are calls completed through the TRS. This service permits hearing and/or speech impaired customers who use a Text Telephone (TT) or its equivalent to communicate with users of ordinary telephones. Communication takes place by relaying conversations (voice to TT and vice versa). These calls are between parties who must communicate by means of a TT and others who communicate by means of an ordinary telephone.

A completed TRS assisted call is rated and billed as a call from the originating telephone number (calling station) to the terminating telephone number (called station).

Direct dialed, calling card, credit/charge cards, AT&T PrePaid Cards and operator assisted calls may be placed through TRS. Cellular calls, conference calls and calls paid by depositing coins in a public or semi-public telephone are not permitted.

Customers may be assessed a charge per line per month to fund the Telecommunications Relay services for the State of Ohio in accordance with section 4901.84 of the Revised Code. This charge shall in no event exceed the per end user line (or equivalent) assessment the Public Utilities Commission of Ohio levied upon the Company.

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P.U.C.O. NO. 8

2. GENERAL REGULATIONS

2.11 EMERGENCY NUMBER SERVICE (ENS)

A. General

This tariff provides for Emergency Number Service (911 Service), which is an arrangement of Company Central Office and trunking facilities whereby a user who dials the telephone number "911" will reach the emergency report center for the telephone from which the number is dialed or may be routed to an operator if all lines to an emergency report center are busy. The telephone user who dials the 911 number will not be charged for the call.

Both 911 and E911 service are only available from Company switching facilities (where available) and via Company services that are equipped to provide and that do provide 911 or E911 service. The Company shall provide to the PSAP only such name, address and telephone number information as the Customer shall provide to the Company, and for any 911 or E911 call, the Company shall only pass to the PSAP such information, including ALI and/or ANI data, as the Customer's facilities, network or station equipment shall make properly available to the Company's network and equipment for transmission to the PSAP.

Universal Emergency Number Service (911) is a telephone exchange communications service whereby a Public Safety Answering Point (PSAP) serving the Customer's location may receive telephone calls dialed to the telephone number "911" from service users within a 911 service district.

Two types of 911 services are offered: Basic 911 (911) and Enhanced 911 Service (E911).

- 1) Basic 911 Service: provides for routing all 911 calls originated by telephones having telephone numbers beginning with a given central office prefix code or codes to a single PSAP equipped to receive those calls.
- 2) Enhanced 911 Service provides additional features, such as selective routing of 911 calls to a specific PSAP and Automatic Number Identification.

The 911 calling party waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, address and name associated with the originating access line location are furnished to the PSAP.

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P.U.C.O. NO. 8

2. GENERAL REGULATIONS

2.11 EMERGENCY NUMBER SERVICE (ENS) (Cont'd)

B. Rules, Regulations and Terms And Conditions (ENS)

The Company will not provide both Basic 911 and Enhanced 911 Service within a given central office (switching entity).

The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the service users to have the ability to access the PSAP.

The services provided pursuant to this tariff do not include the monitoring of facilities to discover errors, defects and malfunctions in 911 or E911 services, facilities, or operations, nor does the Company undertake such responsibility. The Customer shall be responsible for making such operational tests as, in the judgment of the Customer, are required to determine whether 911 and E911 calls are functioning properly for its use. The Customer shall promptly notify the Company in the event the system is not functioning properly.

The Company's liability to the Customer, to any party dialing 911 using the Customer's facilities, or to any other party or persons, for any loss or damage arising from errors, interruptions, omissions, delays, defects, failures, or real functions of this service or any part thereof, whether caused by the negligence of the Company or otherwise, shall not exceed the amount equivalent to the pro-rate charges for the service affected during the period of time that the service was fully or partially inoperative. These limited damages shall be in addition to any credits which may be given for an out-of-service condition. This limitation of liability shall be in addition to any other limitations contained elsewhere in this tariff.

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P.U.C.O. NO. 8

2. GENERAL REGULATIONS

2.11 EMERGENCY NUMBER SERVICE (ENS) (Cont'd)

B. Rules, Regulations and Terms and Conditions (ENS) (Cont'd)

The Customer agrees to release, indemnify, defend, and hold harmless the Company from any and all claims, suits, proceedings, expenses, losses, liabilities, or damages ("Claims") by any party or parties arising out of the use or attempted use of the Customer's services for purposes of placing 911 or E911 calls, including (a) Claims of infringement or invasion of the right of privacy or confidentiality of any person or persons; (b) all other Claims arising out of any act or omission of Customer or any user of the Customer's services, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 service hereunder. Customer agrees to defend Company against any such Claims and to pay, without limitation, all litigation costs, reasonable attorney's fees and court costs, settlement payments, and any damages awarded or resulting any such Claims.

C. Emergency Telephone Service Charge

The Company may assess Customers a fee, on a recurring basis, non-recurring basis, or both, to recover the costs incurred by the Company for providing 911 service, and may, where required or permitted, also assess and remit appropriate surcharges or other amounts payable to public or other agencies that provide 911 services.

Because the Company's serving boundaries may not coincide with political subdivisions and 911 service district boundaries, the Company may assess standard fees and surcharges upon all service users served by a central office providing 911 service.

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P.U.C.O. NO. 8

2. GENERAL REGULATIONS

2.12 DEFINITIONS

911 Service Area

The geographic area in which a particular PSAP will respond to all 911 calls and dispatch appropriate emergency assistance.

Automatic Location Identification (ALI)

An E911 feature that provides the name or address or both associated with the calling party's telephone number (identified by ANI as defined below) to the PSAP for display. Additional telephones with the same number as the calling party's (e.g., secondary locations, off-premise extensions) are generally identified with the address of the telephone number at the main location.

Automatic Number Identification (ANI)

Provides for the telephone number of the calling party to be forwarded to the PSAP.

Commercial Service (Business)

Service is classified and charged for as Commercial Service where the use is primarily or substantially of a business, professional, institutional or occupational nature, or where a business directory listing is furnished.

Consumer Service (Residence)

Service is classified and charged for as Consumer Service where the primary use of the service is of a domestic nature and where the business use, if any, is merely incidental.

Customer

The individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which contracts for telephone service and is responsible for the payment of charges and compliance with the rules and regulations of the Telephone Company.

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P.U.C.O. NO. 8

2. GENERAL REGULATIONS

2.12 DEFINITIONS (Cont'd)

Customer Premises

A customer premises is all space in the same building occupied by a customer and all space occupied by the same customer in different buildings on contiguous property.

Demarcation Point

The point at which common carriers terminate communications cabling in a building.

Emergency Service Number (ESN)

An ESN is a Selective Routing (SR) code assigned to each telephone number in an exchange where SR is provided to route E911 calls to an appropriate PSAP. The ESN defines the set of emergency services (e.g., police, fire, PSAP and medical) within a particular serving area. An ESN is associated with a primary possibly one or more secondary PSAPs.

Exchange Area

An exchange area is a geographical area served by a Rate Center.

Local Automatic Number Identification

Local Automatic Number Identification (LANI) is a geographically significant 10-digit number that must be assigned to each customer location carrying AT&T Digital Link traffic for routing, billing and identification purposes. Where 911 service is available with Digital Link facilities, the LANI will be the telephone number of the calling party that is forwarded to the Public Safety Answering Point (PSAP).

Unless it otherwise agrees, the Company will use the Customer's Main Listed Number (MLN) as the Customer's LANI.

The Customer may propose that an alternative number, other than its MLN, be used as its LANI. The Company in its sole discretion may choose to use this alternative number so long as the alternative meets all applicable legal and regulatory requirements at the time that it is proposed and at all times after it is implemented. The Company reserves the right to revert to the use of the Customer's MLN for the Customer's LANI if, at any time, the alternative number provided by the Customer is determined not to comply with applicable legal or regulatory requirements.

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P.U.C.O. NO. 8

2. GENERAL REGULATIONS

2.12 DEFINITIONS (Cont'd)

Local Calling Area

Local Calling Area is the geographic area in which an end user may originate a call without incurring a toll charge.

Local Exchange Service

A service which permits calling to stations in the customer's local service area.

Public Safety Answering Point (PSAP)

A communications facility operated or answered on a 24-hour basis, assigned responsibility by a public agency or county to receive 911 calls and, as appropriate, to directly dispatch emergency response services, or to transfer or relay emergency 911 calls to other public safety agencies. It is the first point of reception by a public safety agency of a 911 call, and serves the jurisdictions in which it is located and other participating jurisdictions, if any.

Resale

Resale is the reselling by a customer of the Company service, facilities or equipment to others for a profit. A reseller is a Commercial Service customer who is subject to the applicable rules and regulations of (1) the Communications Act of 1934, as amended, and the Federal Communications Commission and/or (2) the Ohio Local Service Guidelines.

Rate Center

A geographical location used for determining mileage measurements.

Universal Emergency Number Service

A telephone exchange communication service whereby a Public Safety Answering Point (PSAP) serving the Customer's location may receive telephone calls dialed to the telephone number "911". The 911 Service includes lines and equipment necessary for transferring and dispatching public emergency telephone calls originated by persons within the telephone central offices areas arranged for 911 calling.

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3. SERVICE AREAS

3.1 AT&T SERVICE AREAS

A. AT&T Commercial Services Local Service Area

The AT&T Commercial Services Local Service Area (excluding AT&T Digital Link Local Service) is comprised of one or more Exchange Area(s) that have a Rate Center within 28 miles of the Customer's Rate Center within the LATA.

Local Calling Service rates are shown in the PRICE LIST.

C. AT&T Local Exchange Services-Local Service Area

The Company offers AT&T Local Exchange Services within the Exchanges of Ameritech Ohio as described in The Ohio Bell Company, AT&T Tariff P.U.C.O. No. 20, Part 4, Section 1. (T)
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The following pages are being withdrawn in this section. (N)

Original Pages 2 through 225 (N)

P.U.C.O. NO. 8

4. SPECIAL ARRANGEMENTS

4.1 CONSTRUCTION CHARGES

A separate nonrecurring charge made for the construction of facilities in excess of those contemplated under the rates quoted in this tariff.

4.2 CONTRACTS

AT&T may offer services under special contract service arrangements on an Individual Case Basis (ICB).

4.3 PROMOTIONS

AT&T may offer services at a reduced rate, free of charge or offer incentives including gift certificates and coupons for promotional, market research or rate experimentation purposes.

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LOCAL EXCHANGE SERVICE

COMMERCIAL SERVICES - SECTION 5

ORIGINAL PAGE 1

P.U.C.O. NO. 8

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AT&T COMMUNICATIONS OF OHIO, INC.

LOCAL EXCHANGE SERVICE

COMMERCIAL SERVICES - SECTION 6

ORIGINAL PAGE 1

P.U.C.O. NO. 8

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Local Exchange Services

Commercial Services - Section 7

1st Revised Page 1

Cancels Original Page 1

P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

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7.1 DESCRIPTION

AT&T Local Exchange Services provide a Customer with an analog, voice-grade telephonic communications channel that can be used to originate or terminate one call at a time. A Business line is provided for connection of Customer-provided key system or single-line terminal equipment such as station sets or facsimile machines to the Company's network.

AT&T Local Exchange Services may be offered in conjunction with an associated long distance service provided by AT&T as described in this state's Service Guide. Customers who order AT&T Local Exchange Services associated with a long distance service as described in this state's Service Guide are eligible to receive the rates and charges as shown in the Price List and/or Service Guide. All other AT&T Local Exchange Services customers will be charged as shown in the Price List.

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Local Exchange Services

Commercial Services - Section 7

1st Revised Page 2

Cancels Original Page 2

P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

(T)

7.2 MONTHLY RECURRING CHARGES

AT&T Local Exchange Services are subject to monthly recurring charges on a per-line basis.

7.3 NON-RECURRING CHARGES

The following Non-Recurring charges are applicable to all AT&T Local Exchange Services Customers.

A. Installation Charge

AT&T Local Exchange Services are subject to a non-recurring Installation Charge on a per-line basis unless otherwise specified.

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B. Line Move with Dispatch

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Moves to an existing Local Service line that requires dispatch of Company personnel to a Customer location are subject to non-recurring charges on a per-site, per-hour basis, with a one hour minimum charge per-site, beginning from the time when the Company's employee or contractor enters the Customer's location. Should the service call exceed one hour, the customer will be assessed charges in 15-minute increments until the service call is completed. Such dispatch services may include, but are not limited to, work with Company on-premise equipment, the demarcation point, or the facilities which is done after the initial installation of service.

Material previously appearing on this page can be found in the AT&T Ohio Local Exchange Service Guide, specifically Section 5, Page 3.

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AT&T Communications of Ohio, Inc.

Local Exchange Services

Commercial Services - Section 7

1st Revised Page 3

Cancels Original Page 3

P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

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7.3 NON-RECURRING CHARGES (Cont'd)

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Material previously appearing on this page can be found in the
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Page 4.

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Local Exchange Services

Commercial Services - Section 7

1st Revised Page 4

Cancels Original Page 4

P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

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7.3 NON-RECURRING CHARGES (Cont'd)

C. Pre-Installation Cancellation Charge

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Pre-Installation Cancellation Charge is assessed when a Customer, after accepting a customer-concurred due (CCD) date from the service provider, cancels the entire Local Service order prior to completed installation. This charge also applies when the Customer accepts only partial installation of the Local Service order at the accepted CCD date and further installation must be scheduled for a later date.

D. 25 Pair Termination Block Charge

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A 25 Pair Termination Block Charge is assessed if the Customer requires an RJ21X hand-off device to be installed in order to obtain AT&T Local Exchange Services from the Company.

E. PIC Change Charge

(C)

A PIC Change Charge applies to existing Local Service customers who request a change in their PIC designation for pre-subscription interLATA or, where available, intraLATA services. The charge is applied on a per-line basis. Customers may presubscribed to the carrier of their choice for both interLATA and intraLATA service. The customer will incur a charge as provided in the Price List each time there is a change in the long distance carrier associated with the customer's interLATA or intraLATA service after the initial installation of service, however, if a customer changes both its interLATA and intraLATA carriers simultaneously, the Company will waive the full intraLATA PIC Change Charge.

NOTE: InterLATA PIC Change Charge can be found in AT&T's F.C.C. Tariff No. 28.

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AT&T Communications of Ohio, Inc.

Local Exchange Services

Commercial Services - Section 7

1st Revised Page 5

Cancels Original Page 5

P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

(T)

7.3 NON-RECURRING CHARGES (Cont'd)

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Material previously appearing on this page can be found in the AT&T
Ohio Local Exchange Service Guide, specifically Section 5, Page 5.

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AT&T Communications of Ohio, Inc.

Local Exchange Services

Commercial Services - Section 7

1st Revised Page 6

Cancels Original Page 6

P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

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Material previously appearing on this page can be found in the
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Page 7.

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Carol Paulsen, Director
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AT&T Communications of Ohio, Inc.

Local Exchange Services

Commercial Services - Section 7

1st Revised Page 7

Cancels Original Page 7

P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

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(D)

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AT&T Communications of Ohio, Inc.

Local Exchange Services

Commercial Services - Section 7

1st Revised Page 8

Cancels Original Page 8

P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

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(N)

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AT&T Communications of Ohio, Inc.

Local Exchange Services

Commercial Services - Section 7

1st Revised Page 9

Cancels Original Page 9

P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

(T)

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(D)

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(N)

(N)

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AT&T Communications of Ohio, Inc.

Local Exchange Services

Commercial Services - Section 7

1st Revised Page 10

Cancels Original Page 10

P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

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AT&T Communications of Ohio, Inc.

Local Exchange Services

Commercial Services - Section 7

1st Revised Page 11

Cancels Original Page 11

P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

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(D)

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(N)

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AT&T Communications of Ohio, Inc.

Local Exchange Services

Commercial Services - Section 7

1st Revised Page 12

Cancels Original Page 12

P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

(T)

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(N)

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Dallas, Texas

AT&T Communications of Ohio, Inc.

Local Exchange Services

Commercial Services - Section 7

1st Revised Page 13

Cancels Original Page 13

P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

(T)

(D)

(D)

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(N)

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AT&T Communications of Ohio, Inc.

Local Exchange Services

Commercial Services - Section 7

1st Revised Page 14

Cancels Original Page 14

P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

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AT&T Communications of Ohio, Inc.

Local Exchange Services

Commercial Services - Section 7

1st Revised Page 15

Cancels Original Page 15

P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

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Local Exchange Services

Commercial Services - Section 7

1st Revised Page 16

Cancels Original Page 16

P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

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Local Exchange Services

Commercial Services - Section 7

1st Revised Page 17

Cancels Original Page 17

P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

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Local Exchange Services

Commercial Services - Section 7

1st Revised Page 18

Cancels Original Page 18

P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

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Local Exchange Services

Commercial Services - Section 7

1st Revised Page 19

Cancels Original Page 19

P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

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Local Exchange Services

Commercial Services - Section 7

4th Revised Page 20

Cancels 3rd Revised Page 20

P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

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Material previously appearing on this page can be found in the
AT&T Ohio Local Exchange Service Guide.

(N)

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Effective April 1, 2008, the price, terms and conditions for customers
with two or more lines are now governed by the terms of their written
contract or Business Service Agreement, which can be found at
<http://www.att.com/agreement/>.

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Local Exchange Services

Commercial Services - Section 7

4th Revised Page 21

Cancels 3rd Revised Page 21

P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

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AT&T Communications of Ohio, Inc.

Local Exchange Services

Price List
2nd Revised Page 1
Cancels 1st Revised Page 1

P.U.C.O. NO. 8

COMMERCIAL RATES

AT&T BASIC LOCAL EXCHANGE SERVICE

A. Non-Recurring Charges

1) Installation Charge

Per Main Business Line	<u>Non-Recurring Charge</u>
	\$25.00

(D)

2) Line Move with Dispatch

<u>Initial Hour</u>	<u>Each Additional 15 Minutes</u>
\$125.00	\$ 30.00

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AT&T Communications of Ohio, Inc.

Local Exchange Services

Price List
1st Revised Page 2
Cancels Original Page 2

P.U.C.O. NO. 8

COMMERCIAL RATES

AT&T BASIC LOCAL EXCHANGE SERVICE

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A. Non-Recurring Charges (Cont'd)

(D)

(D)

(C)

3) Pre-Installation Cancellation Charge

(C)

Per Cancellation
\$ 75.00

4) 25 Pair Termination Block Charge

(C)

Per Block
\$ 65.00

=

5) PIC Change Charge

(C)

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Per PIC Change
\$0.00

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Carol Paulsen, Director
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Local Exchange Services

Price List
2nd Revised Page 3
Cancels 1st Revised Page 3

P.U.C.O. NO. 8

COMMERCIAL RATES

AT&T BASIC LOCAL EXCHANGE SERVICE

(T)

A. AT&T All In One

(M)

All In One - Plan A Flat Rate*

Non
Recurring
Charge

Monthly
Recurring
Charge

Main Business Line

\$35.00

\$51.50

(D)

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Usage Rates

Per Minute
\$.0232

All In One - Plan B Flat Rate

Non
Recurring
Charge

Monthly
Recurring
Charge

Main Business Line

\$35.00

\$42.60

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(M)

Usage Rates

Per Minute
\$.0232

(M)

*All In One-Plan A Flat Rate is grandfathered as of April 28, 2003. Plans A and B are the basic standalone local services within the All In One Service. For additional service descriptions, please refer to the AT&T Ohio Local Exchange Service Guide.

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(M) Material previously appeared on Pages 5 and 6 of this Section.

(N)

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AT&T Communications of Ohio, Inc.

Local Exchange Services

Price List
1st Revised Page 4
Cancels Original Page 4

P.U.C.O. NO. 8

COMMERCIAL RATES

AT&T BASIC LOCAL EXCHANGE SERVICE

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AT&T Communications of Ohio, Inc.

Local Exchange Services

Price List
4th Revised Page 5
Cancels 3rd Revised Page 5

P.U.C.O. NO. 8

COMMERCIAL RATES

AT&T BASIC LOCAL EXCHANGE SERVICE

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Local Exchange Services

Price List
4th Revised Page 6
Cancels 3rd Revised Page 6

P.U.C.O. NO. 8

COMMERCIAL RATES

AT&T BASIC LOCAL EXCHANGE SERVICE

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Local Exchange Services

Price List
2nd Revised Page 7
Cancels 1st Revised Page 7

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COMMERCIAL RATES

AT&T LOCAL EXCHANGE SERVICES

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