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P.U.C.O. NO. 8

AT&T COMMUNICATIONS OF OHIO, INC.

SCHEDULE OF CHARGES AND REGULATIONS GOVERNING

LOCAL EXCHANGE SERVICE

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1. APPLICATION OF TARIFF

1.1 This tariff applies to the furnishing of 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.

All telephone companies are subject to the commission's rules for minimum telephone service standards (MTSS) found in chapter 4901:1-5 of the Administrative Code. Customers have certain rights and responsibilities under the Minimum Telephone Service Standards. These safeguards can be found in the Appendix to Ohio Adm. Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities." These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

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

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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 Ohio Minimum Telephone Service Standards, Section 4901:1-5. 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.

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.

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:

- 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;

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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 twenty-four hours.

If a service interruption exceeds twenty-four hours but is less than forty-eight hours, the adjustment shall be at least the pro-rata portion of the monthly charge(s) for any and all local services rendered inoperative during the interruption. Credit for longer interruptions shall be tiered as follows:

Any subscriber who experiences a service interruption in excess of forty-eight hours but less than seventy-two hours shall be provided with a credit equal to at least one-third of one month's charges for any local services rendered inoperative.

Any subscriber who experiences a service interruption in excess of seventy-two hours but less than ninety-six hours shall be provided a credit equal to at least two-thirds of one month's charges for any local services rendered inoperative.

Any subscriber who experiences a service interruption in excess of ninety-six hours shall be provided a credit equal to at least one month's charges for any local services rendered inoperative.

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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 and regulated optional local services rendered inoperative. This rule does not apply if the service interruption:

- Occurs as a result of a negligent or willful act on the part of the subscriber;
- Occurs as a result of a malfunction of subscriber-owned telephone equipment;
- 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.

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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;
 - 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 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:

 $\begin{array}{c} \text{SECTION 2} \\ 1^{\text{ST}} \text{ REVISED PAGE 17} \\ \text{CANCELS ORIGINAL PAGE 17} \end{array}$

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2. GENERAL REGULATIONS

2.5 PAYMENTS AND CHARGES

Payments and charges are in accordance with the Ohio MTSS provisions as ordered in 06-1345-TP-ORD.

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2. GENERAL REGULATIONS

2.5 PAYMENTS AND CHARGES (Cont'd)

C. Billing Disputes

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.

D. Advance Payments

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.

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GENERAL REGULATIONS

2.5 PAYMENTS AND CHARGES (Cont'd)

Deposits

The Company may require a deposit of a customer who cannot establish a credit standing satisfactory to the Company pursuant to MTSS Rule 4901:1-5-13(B)(2)(b)(iv).

When service is terminated, the amount of the deposit will be applied to any indebtedness to the Company for service charges. A deposit may be refunded or credited to the customer's account at any time prior to termination of service in accordance with OAC 4901:1-17-06. In case of a cash deposit, simple interest will be paid in accordance with Ohio Administrative Code 4901:1-17-05.

Cash deposits are not to exceed 230% of one of the following:

- a. The estimated average monthly bill for the individual customer's regulated services for the ensuing 12 months.
- b. The customer's average monthly bill based upon the customer's service account billing history for the same recurring regulated charges for the class of service seeking to be established with the telecommunications provider.
- c. The telecommunications provider's tariffed statewide average monthly bill (deposit amount) for a small business customer service for local, long distance, or packaged service.

F. Returned Check Charges

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.

G. Minimum Period Charge

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.

Issued: April 1, 2008 Effective: April 1, 2008 Filed under authority of Entry issued June 6, 2007 by the Public Utilities Commission of Ohio, in Case No. 06-1345-TP-ORD and 08-374-TP-ATA.

> Carol Paulsen, Director Dallas, Texas

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2. GENERAL REGULATIONS

2.5 PAYMENTS AND CHARGES (Cont'd)

H. Late Payment Charge

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.