

LARGE FILING SEPERATOR SHEET

CASE NUMBER: 08-382-TP-ATA

FILE DATE: 3/31/08

SECTION: 5 OF 6

NUMBER OF PAGES: 200

DESCRIPTION OF DOCUMENT:

APPLICATION CONTINUED

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.41 Family Connections Promotion #321

- (A) The sign up period for this promotion is August 1, 2005 through February 28, 2006. Orders for new service must be activated by March 15, 2006. This promotion is available to new and existing Residential Customers that during the sign-up period (1) choose or have already chosen the Company for the provision of interstate and intrastate InterLATA calling; (2) choose or have already chosen either the Company or a SBC Affiliate for the provision of intrastate IntraLATA calling; and (3) newly subscribe to National Connections, National Connections Plus, or National Connections Preferred.
- (B) This promotion is not available to directors, officers, retirees or employees of the Company or of a SBC Affiliate that receive a concession on their long distance Service. Residential Customers currently subscribing to National Connections, National Connections Plus, or National Connections Preferred are also not eligible for this promotional offering. T
- (C) Customers participating in this promotion are eligible to receive one entertainment reward per BTN subscribed to National Connections, National Connections Plus, or National Connections Preferred during the sign-up period from the following list of rewards which may include but are subject to change at the discretion of the Company: music downloads, movie downloads, movie tickets, online entertainment book, SBC Cordless telephone, MP3 player, pair of webcams or the Company will make a charitable donation to American for Arts. Reward options are available while supplies last and may be replaced by other reward options of similar value. The specific detail of the award options will be provided to Customers participating in this promotion. Within ten weeks of subscribing to this promotion, the Customer will be sent a letter or email with instructions on redeeming the reward. Certain rewards are only available online and require the Customer provide the Company his or her email address. Customers must redeem their reward prior to May 30, 2006. T
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SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.42 Business Domestic Saver 15 PrimeSM Access Line Winback Promotion #322

The sign-up period for Business Domestic Saver 15 Prime Access Line Winback Promotion # 322 is August 5, 2005 through June 5, 2006. Service must be activated by August 5, 2006. This promotion is available to new Business Customers that:

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- a. are currently with another (Non-SBC Affiliated) local provider and newly subscribe to business local service of a SBC Affiliate; and
- b. newly subscribe to Business Domestic Saver 15 PrimeSM, as referenced in Section 3.7.55 of this Tariff; and
- c. requests to participate in this promotional offering.

The following rates apply in lieu of the rate shown in this Tariff for Business Domestic Saver 15 Prime Business Optional Calling Plan. The usage rate is based on the length of the term agreement. The usage rate for intrastate 1+ Direct-Dialed outbound calls and switched Toll Free Service is \$0.039 per minute for the first 364 days of subscribing to Business Domestic Saver 15 PrimeSM for 1-Yr Term. The usage rate for intrastate 1+ Direct-Dialed outbound calls and switched Toll Free Service is \$0.037 per minute for the first 728 days of subscribing to Business Domestic Saver 15 PrimeSM for 2-Yr Term. For interstate fully automated, operator assisted, and operator dialed calls billed to the Calling Card, the usage rate is \$.15 per minute for Customers committing to a 1-year term plan agreement or a 2-year term plan agreement. Per call charges are as described in Section 4.7.55 of the Tariff.

At the end of the initial term plan agreement, the Customer will be moved to Business Domestic Saver 15, as described in Section 3.7.11 of this Tariff, for the same term plan agreement length as the original term plan agreement unless otherwise specified by the Customer.

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.43 Business Unlimited Prime Best Rates Winback Promotion #325

(A) The sign-up period for Business Unlimited Prime Best Rates Winback Promotion #325 is September 12, 2005 through June 30, 2006. Service must be activated by August 31, 2006. This promotion is available to new Business Customers:

- .a that formerly subscribed to local dial tone service from an SBC LEC Affiliate and are returning to SBC local service from another local provider, or;
- .b that are currently with another (non- SBC Affiliated) local provider, and;
- .c that newly subscribe to Business Unlimited Prime Long Distance Plans for their Interstate and Intrastate/IntraLATA long distance calling associated with a BAN as defined in Section 3.7.56 of this Tariff. Customers may choose to subscribe to AT&T Business Local Calling – Essentials in lieu of the local service Packages defined in Section 3.7.56(B).4, and; N
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- .d that request to participate in this promotional offering, and;
- .e that have a competitor offer that surpasses the benefits offered in the interstate promotion, Business Unlimited Prime Winback Reduced MRC Promotion #329.

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.43 Business Unlimited Prime Best Rates Winback Promotion #325

- (B) Customers subscribing to this promotion during the sign-up period, will be charged a Monthly Recurring Charge of \$5.00 per line in lieu of the charges specified in Section 4.7.56(B) of this tariff, up to ten (10) WTN's under the BAN in which the promotion is applied, for the first twelve (12) bill cycles, from activation date of this promotion.
- (C) Customers must maintain the requirements of the Business Unlimited Prime Long Distance Plans, as described in Section 3.7.56 of this Tariff, and continue to subscribe to a Business Unlimited Prime Long Distance Plans for the provision of Interstate and Intrastate/IntraLATA calling to continue to qualify for this promotion.
- (D) This promotional offering may not be combined with the Business Unlimited Prime Long Distance Winback MRC Promotion #329 as described in Section 4.17.44 of this Tariff.
- (E) Customers may add or remove access lines or relocate Service to a new address during the promotional period ending June 30, 2006 if they also commit to a new 1-year term plan agreement. In such situations, the Company will adjust the per line Monthly Recurring Charge to the new line size and the promotion will extend through the full twelve (12) months of the new term plan agreement.

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SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.43 Business Unlimited Prime Best Rates Winback Promotion #325

(F) Customers may add or remove access lines or relocate Service to a new address after the promotional period ending June 30, 2006 if they also commit to a new 1-year term plan agreement. In such situations, the Company will not adjust the per line Monthly Recurring Charge to the new line size. Instead, Customers will receive a single payment based on the number of months left in the original term, calculated at the remaining original line size of the difference in the basic Monthly Recurring Charges verses the promotional Monthly Recurring Charges. The Company may provide the single payment to the Customer in the form of a check, bill credit or other means, at the Company's discretion.

.a Example if Customer adds lines: Customer subscribes to the promotion with five (5) lines and after the 5th month of the promotional benefit period, the Customer decides to add two (2) additional lines. Customer must commit to a new 1-year term plan agreement and will receive a single payment based on the difference between current plan Month Recurring Charges and the promotional Monthly Recurring Charges based on the original five (5) lines multiplied by the seven (7) remaining months (the number of months remaining in the original term plan agreement promotion).

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.43 Business Unlimited Prime Best Rates Winback Promotion #325

(F) (continued)

- .b Example if Customer removes lines: Customer subscribes to the promotion with five (5) lines and after the 5th month of the promotional benefit period decides to remove two (2) lines. Customer must commit to a new 1-year term plan agreement and will receive a single payment based on the difference between current plan Monthly Recurring Charges and the promotional Monthly Recurring Charges based on the remaining original three (3) lines multiplied by the seven (7) remaining months (the number of months remaining in the original term plan agreement promotion).

Issued: September 8, 2005

Effective: September 12, 2005

Issued under authority of the Public Utilities Commission of Ohio
Case No. 05-1109-TP-ZTA

By John di Bene, Vice President, General Counsel and Secretary

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.44 Business Unlimited Prime Winback Reduced MRC Promotion #329

(A) The sign-up period for Business Unlimited Prime Winback Reduced MRC Promotion #329 is October 1, 2005 through June 30, 2006. Service must be activated by August 31, 2006. This promotion is available to new and existing Business Customers:

.a that formerly subscribed to local dial tone service from an SBC LEC Affiliate and are returning some or all of their local service/lines to SBC local service from another local provider, or;

.b that are currently with another (non-SBC Affiliated) local provider for some or all of their local service/lines, and;

.c that subscribe to a new Business Unlimited Prime Long Distance Plan, as defined in Section 3.7.56 of this Tariff, for their intrastate and interstate long distance calling associated with a BAN.

Customers may choose to subscribe to AT&T Business Local Calling – Essentials in lieu of the local service Packages defined in Section 3.7.56(B).4, and;

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.d that request to participate in this promotional offering.

(B) Customers subscribing to this promotion during the sign-up period, will be charged a Monthly Recurring Charge of \$7.50 per line, in lieu of the charges specified in Section 4.7.56 of this Tariff, for up to ten (10) WTN's under the BAN in which the promotion is applied, for the first twelve (12) bill cycles, from activation date of this promotion.

Issued: June 7, 2006

Effective: June 12, 2006

Issued under authority of the Public Utilities Commission of Ohio

TRF Docket No. 90-9146-TP-TRF

By William H. McCracken, Vice President, Chief Financial Officer

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.44 Business Unlimited Prime Winback Reduced MRC Promotion #329 (continued)

- (C) Customers must maintain the requirements of the Business Unlimited Prime Long Distance Plans, as described in Section 3.7.56 of this Tariff, and continue to subscribe to a Business Unlimited Prime Long Distance Plans for the provision of intrastate and interstate calling to continue to qualify for this promotion.
- (D) This promotional offering may not be combined with the Business Unlimited Prime Best Rates Winback promotion #325, as described in Section 4.17.43 of this Tariff.
- (E) Customers may add or remove Access Lines or relocate Service to a new address during the promotional offer period which ends June 30, 2006 if they also commit to a new 1-year term plan agreement. In such situations, the Company will adjust the per line Monthly Recurring Charge to the new line size and the promotion will extend through the full twelve (12) months of the new term plan agreement. C
- (F) Customers may add or remove Access Lines (but may not relocate Service to a new address) after the promotional offer period which ends June 30, 2006 if they also commit to a new 1-year term plan agreement. When the Customer adds or removes Access Lines, the Company will not adjust the per line Monthly Recurring Charge to the new line size. Instead, Customers will receive a single payment based on the number of months left in the original term, calculated at the remaining original line size of the difference in the basic Monthly Recurring Charges versus the promotional Monthly Recurring Charges. The Company may provide the single payment to the Customer in the form of a check, bill credit or other means, at the Company's discretion. Relocation of Service to a new address after the promotional offer period has ended will result in a forfeiture of any remaining promotional benefits. C

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.44 Business Unlimited Prime Winback Reduced MRC Promotion #329 (continued)

(F) (continued)

- .1 Example if Customer adds lines: Customer subscribes to the promotion with five (5) lines and after the 5th month of the promotional benefit period, the Customer decides to add two (2) additional lines. Customer must commit to a new 1-year term plan agreement and will receive a single payment based on the difference between current plan Month Recurring Charges and the promotional Monthly recurring charges based on the original five (5) lines multiplied by the seven (7) remaining months (the number of months remaining in the original term plan agreement promotion).
- .2 Example if Customer removes lines: Customer subscribes to the promotion with five (5) lines and after the 5th month of the promotional benefit period decides to remove two (2) lines. Customer must commit to a new 1-year term plan agreement and will receive a single payment based on the difference between current plan Monthly Recurring Charges and the promotional Monthly Recurring Charges based on the original three (3) lines multiplied by the seven (7) remaining months (the number of months remaining in the original term plan agreement promotion).

Issued: December 20, 2005

Effective: December 30, 2005

Issued under authority of the Public Utilities Commission of Ohio

TRF Docket No. 90-9146-TP-TRF

By John di Bene, Vice President, General Counsel and Secretary

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.45 JustCallSM 60 Preferred Winback Promotion #327

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The sign-up period for this promotion is October 10, 2005 through January 15, 2006. Orders for new Service must be activated by January 30, 2006. This promotion is available to Residential Customers who have an access line with an unaffiliated carrier and move that access line to an SBC affiliated LEC. Customers must sign up for and meet the criteria of the JustCallSM 60 Preferred Block of Time Option, as set forth in Section 3.4.3 (AE).10 of this Tariff.

Customers who participate in Promotion #327 will receive a credit equal to the monthly recurring charge shown in Section 4.4.3(AE).10 of this Tariff for the first 6 billing cycles following the Customer sign up for the Promotion.

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Issued: October 5, 2005

Effective: October 10, 2005

Issued under authority of the Public Utilities Commission of Ohio

TRF Docket No. 90-6150-CT-TRF

By John di Bene, Vice President, General Counsel and Secretary

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.46 JustCallSM Plus 100 Promotion #333

The sign-up period for this promotion is January 02, 2006 through June 30, 2006. Orders for new Service must be activated by July 15, 2006. This promotion is available to Residential Customers who subscribe to the Company for the provision of interstate and intrastate calling.

To participate in this promotion, Residential Customers must; (1) subscribe to the JustCallSM Plus 100 optional calling plan, as offered in Section 3.4.3(AE).14.a of this Tariff during the sign-up period, (2) maintain the requirements specified in section 3.4.3(AE).3 of this Tariff, and (3) continue to subscribe to the JustCallSM Plus 100 optional calling plan for the provision of interstate and intrastate calling during the benefit period of this promotional offering.

Customers participating in this promotion will be billed a reduced MRC from \$8.00 per month to \$4.00 per month for the first three months from activation date of Service. In the event a Customer subscribes to this promotion in the middle of a billing cycle, the promotion will be pro-rated for that month.

If the Customer fails to maintain the requirements specified in Section 3.4.3(AE).3 of this Tariff and or fails to continue to subscribe to the JustCallSM Plus 100 optional calling plan for the provision of interstate and intrastate calling, the Customer will no longer qualify for the promotion.

Directors, officers, retirees, or employees of the Company or of an Affiliate of the Company that receive concession on their long distance Service are not eligible for this promotional offering. Additionally, this promotion is not available to Residential Customers who subscribe to JustCallSM Plus 100 on-line or Residential Customers who currently subscribe to JustCallSM Plus 100.

The MRC and per minute usage rate that applies after the expiration of the promotion may be found in Section 4.4.3(AE).14.a of this Tariff. This promotion cannot be combined with any other promotional offers.

Issued: April 20, 2006

Effective: April 30, 2006

Issued under authority of the Public Utilities Commission of Ohio
TRF Docket No. 90-9146-TP-TRF
By William H. McCracken, Vice President, Chief Financial Officer

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.47 Competitive Offer Promotion #334

The sign-up period for this promotion is January 17, 2006 through December 31, 2006. Orders for new Service must be activated by January 15, 2007. This promotion is available to new and existing Residential Customers who;

- (A) subscribe to (1) AT&T Nationwide Calling 60 PreferredSM formerly known as JustCallSM 60 Preferred II, or (2) AT&T Nationwide Calling 300 PreferredSM formerly known as JustCallSM 300 Preferred II, or (3) AT&T ONE RATE[®] Nationwide 3 Cents Preferred, formerly known as JustCallSM 3 Cents Preferred, or (4) AT&T ONE RATE[®] Nationwide 7 Cents Preferred formerly known as JustCallSM 7 Cents Preferred, or (5) AT&T Nationwide Unlimited Calling PreferredSM formerly known as National Connections Preferred as referenced in Section 3.4.3(AE).5.w of this Tariff, Section 3.4.3(AE).5.x of this Tariff, 3.4.3(AE).5.j of this Tariff, 3.4.3(AE).5.k of this Tariff, or 3.4.3(X).5.e of this Tariff respectively.
- (B) maintain the requirements specified in Section 3.4.3(AE).2, 3.4.3(AE).3, and 3.4.3(AE).4 of this Tariff, and Section 3.4.3(X).1 of this Tariff respectively.

The Company will waive the requirements shown in Section 3.4.3(AE).5.j and 3.4.3(AE).5.k of this Tariff, Section 3.4.3(AE).5.w and 3.4.3(AE).5.x of this Tariff, and Section 3.4.3(X).5.e of the Tariff for Customers who currently subscribe to local dial tone service from an Affiliate of the Company and state an intention to change local carriers in response to a competitive offer

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SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.48 JustCallSM Plus Promotion #337

- (A) The sign-up period for this promotion is March 13, 2006 through June 30, 2006. Orders for new Service must be activated by July 15, 2006. This promotion is available to Residential Customers who subscribe to the Company for the provision of interstate and intrastate InterLATA and/or intrastate IntraLATA Service.
- (B) To participate in this promotion, Residential Customers must: (1) subscribe to the JustCallSM Plus optional calling plan, as offered in Section 3.4.3(AE).13 of this Tariff during the sign-up period; (2) maintain the requirements specified in Section 3.4.3(AE).13.a, Section 3.4.3(AE).13.b, and Section 3.4.3(AE).13.c, of this Tariff, and; (3) continue to subscribe to the JustCallSM Plus optional calling plan for the provision of interstate and intrastate InterLATA and/or intrastate IntraLATA calling during the benefit period of this promotional offering.
- (C) Customers participating in this promotion will be given twenty (20) minutes of qualified minutes of use per month for six (6) months at no additional charge beyond the MRC (no per minute charge) as a sign-up bonus. Qualified minutes of use include interstate and intrastate outbound (1+) Direct-Dialed minutes of use. Calling Card and operator assisted calls are not included as qualified minutes. Customers will receive a credit for the first twenty (20) qualified minutes of (1+) Direct-Dialed minutes of use. All working telephone numbers under the billed telephone number will accumulate towards the qualified minutes. If the Customer fails to use the twenty (20) qualified minutes in a given billing period, no credit is carried forward to the next monthly billing period.

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.48 JustCallSM Plus Promotion #337 (continued)

- (D) If the Customer switches or cancels JustCallSM Plus optional calling plan before the end of the first full bill cycle, the Customer will only receive the portion of the qualified minutes that have been used up to the date JustCallSM Plus is cancelled or changed. If the Customer cancels Service before the first full bill cycle starts, no qualified minutes will be credited to the Customer on the Customer's final invoice.
- (E) If the Customer fails to maintain the requirements specified in Section 3.4.3(AE).13.a, Section 3.4.3(AE).13.b, and Section 3.4.3(AE).13.c of this Tariff and/or fails to continue to subscribe to the JustCallSM Plus optional calling plan for the provision of interstate and intrastate InterLATA and/or intrastate IntraLATA calling, the Customer will no longer qualify for the promotion.
- (F) The following are not eligible for this promotional offering:
- .1 Residential Customers who subscribe to JustCallSM Plus on-line;
 - .2 Residential Customers who currently subscribe to JustCallSM Plus;
 - .3 Residential Customers who are moved to JustCallSM Plus by the Company for non-standard or non-residential purposes, including but not limited to commercial or broadcast facsimile, resale, telemarketing, internet connections and autodialing or;
 - .4 Directors, officers, retirees, or employees of the Company or of an Affiliate of the Company that receive concession on their long distance Service

This promotion cannot be combined with any other promotional offers.

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.49 Business Domestic Saver 1-Year Access Line Winback Promotion #340

(A) The sign up period for Business Domestic Saver 1-Year Access Line Winback Promotion #340 is June 7, 2006 through September 30, 2006. Service must be activated by November 30, 2006. This promotion is available to existing Business Customers that:

- .1 currently subscribe to business local access service with another local provider not Affiliated with the Company and newly subscribe to business local service of an Affiliate of the Company, and;
- .2 newly subscribe to Business Domestic Saver 1-Year, as described in Section 3.7.52 of this Tariff, and;
- .3 request to participate in this promotional offering

(B) The following rates apply in lieu of the rates shown in Section 4.7.52 of this Tariff. The usage rate for intrastate 1+ Direct-Dialed outbound calls and Switched Toll Free Services is \$0.039 for the first 364 days of subscribing to service under this promotion. For intrastate fully automated, operator assisted, and operator dialed calls billed to the Calling Card – Option 2, Category II, the usage rate is \$0.15 per minute. Per call charges may be found in Section 4.1.1(B).2.a, Section 4.1.2(B), and Section 4.1.2(C) of this Tariff.

(C) At the end of the initial term agreement plan, the Customer will remain on the Business Domestic Saver 1-Year, as described in Section 3.7.52 of this Tariff, for the same term agreement plan and same length as the original term agreement plan unless otherwise specified by the Customer.

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Issued: June 12, 2006

Effective: June 12, 2006

Issued under authority of the Public Utilities Commission of Ohio
TRF Docket No. 90-9146-TP-TRF

By William H. McCracken, Vice President, Chief Financial Officer

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.50 High Volume Calling Plan III Reduced Rate Promotion #341

(A) The sign up period for High Volume Calling Plan III Reduced Rate Promotion #341 is June 1, 2006 through December 31, 2006. Service must be activated by March 1, 2007. This promotion is available to existing Business Customers that:

a. currently subscribe to one of the Company's High Volume Calling Plans under a term plan agreement with a MAC and the current High Volume Calling Plan is no longer available at the expiration of the current term plan agreement;

b. request to participate in this promotional offering, and;

c. subscribe to AT&T High Volume Calling Plan III and sign a 1, 2, or 3 year term plan agreement with a MAC.

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(B) For Business Customers participating in this promotional offering the following usage rates for Switched Toll Free Service, 1+ switched outbound, and fully automated, operator assisted or operator dialed calls billed to the Calling Card – Option 3 are the same as rates contained in Section 4.7.27 (A).1 of this Tariff and apply for the length of the term plan agreement in lieu of the rates in Section 4.7.54 (A).1 of this Tariff.

(C) Customers may add, delete, or change BTN(s) and/or locations during the term plan agreement period and will continue to receive the promotional rates.

(D) Customers must maintain the requirements of the AT&T High Volume Calling Plan III, as described in Section 3.7.54 of the Tariff, and continue to subscribe to AT&T High Volume Calling Plan III for the provision of interstate calling to qualify for this promotion.

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SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.51 AT&T Business Unlimited Calling Plans (formerly Business Unlimited Long Distance Plans) Access Line Winback Promotion #347

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(A) The sign-up period for AT&T Business Unlimited Calling Plans Access Line Winback Promotion #347 is July 1, 2006 through August 31, 2006. Service must be activated by October 31, 2006. This promotion is available to new and existing Business Customers:

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- .1 formerly subscribed to local dial tone service from an Affiliate of the Company and are returning some or all of their local service/lines to AT&T local service from another provider; or
- .2 currently have some or all of their local service/lines with another (non-AT&T Affiliated) local provider for some or all of their local service/line;

And that:

- .3 reserve for future use; and
- .4 who also subscribe to at least one of the following products or services from an Affiliate of the Company's as described below, at the time of ordering:
 - .a SimpleLinkSM
 - .b Centrex service (1 to 10 station lines only, under term plan agreement)
 - .c Custom BizSaverSM
 - .d Extended Metropolitan Service (1 to 10 station lines only, under term plan agreement) + Caller ID (on one line)
 - .e AT&T Business Local Calling – essentials; and
- .5 subscribe to a new Business Unlimited Long Distance Plans as defined in Section 3.7.48 of this Tariff for their intrastate long distance calling associated with a BAN; and
- .6 request to participate in this promotional offering.

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.50 AT&T Business Unlimited Calling Plans (formerly Business Unlimited Long Distance Plans) Access Line Winback Promotion #347

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(B) Customers will be charged a MRC of \$5.00 per line, in lieu of the charges specified in Section 4.7.48 of this Tariff, up to ten (10) WTN's under the BAN in which the promotion is applied, for the first twelve (12) billing cycles, from the activation date of this promotion.

(C) Customers must maintain the requirements of the AT&T Business Unlimited Calling Plans, as described in Section 3.7.48 of this Tariff, and continue to subscribed to AT&T Business Unlimited Calling Plans for the provision of intrastate calling to continue to qualify for this promotion.

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(D) Reserved for future use

(E) Customers may add or remove Access Lines or relocate Service to a new address during the promotional offer period which ends August 31, 2006 if they also commit to a new 1-year term plan agreement. In such situations, the Company will adjust the per line MRC to the new line size and the promotion will extend through the full twelve (12) months of the new term plan agreement.

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.50 AT&T Business Unlimited Calling Plans (formerly Business Unlimited Long Distance Plans) Access Line Winback Promotion #347

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(F) Customers may add or remove Access Lines (but may not relocate Service to a new address) after the promotional offer period which ends August 31, 2006 if they also commit to a new 1-year term plan agreement. When a Customer adds or remove Access Lines, the Company will not adjust the per line Monthly Recurring Charge to the new line size. Instead, Customers will receive a single payment based on the number of months left in the original term, calculated at the remaining original line size of the difference in the basic MRCs versus the promotional MRCs. The Company may provide the single payment to the Customer in the form of a check, bill credit or other means, at the Company's discretion. Relocation of Service to a new address after the promotional offer period has ended will result in a forfeiture of any remaining promotional benefits.

- .1 Example if Customer adds lines: Customer subscribes to the promotion with five (5) lines and after the 5th month of the promotional benefit period, the Customer decides to add two (2) additional lines. Customer must commit to a new 1-year term plan agreement and will receive a single payment based on the difference between current plan Month Recurring Charges and the promotional MRCs based on the original five (5) lines multiplied by the seven (7) remaining months (the number of months remaining in the original term plan agreement promotion).
- .2 Example if Customer removes lines: Customer subscribes to the promotion with five (5) lines and after the 5th month of the promotional benefit period decides to remove two (2) lines. Customer must commit to a new 1-year term plan agreement and will receive a single payment based on the difference between current plan MRCs and the promotional MRCs based on the remaining original three (3) lines multiplied by the seven (7) remaining months (the number of months remaining in the original term plan agreement promotion).

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

**4.17.52 AT&T Business Unlimited Calling Plans Business Unlimited Long Distance Plans
Local Service Winback Promotion #353**

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A. The sign-up period for AT&T Business Unlimited Calling Plans Local Service Winback Promotion #353 is September 1, 2006 through January 31, 2007. Service must be activated by March 31, 2007. This promotion is available to new and existing Business Customers:

- .1 that formerly subscribed to local dial tone service from an Affiliate of the Company and are returning some or all of their local service/lines to AT&T local service from another provider; or
- .2 that currently have some or all of their local service/lines with another (non-AT&T Affiliate) local provider for some or all of their local service/line;

And;

- .3 who also subscribe to at least one of the Affiliates of the Company's products or services as described below at the time of ordering:
 - .a SimpleLinkSM
 - .b Centrex Service (1 to 10 station lines only, under term plan agreement)
 - .c Custom BizSaverSM
 - .d Extended Metropolitan Service (1 to 10 station lines only, under term plan agreement) + Caller ID (on one line)
 - .e AT&T Business Local Calling – Essentials; and

- .4 subscribe to a new AT&T Business Unlimited Calling Plans as defined in Section 3.7.48 of this tariff for their intrastate and interstate long distance calling associated with a BAN; and
- .5 request to participate in this promotional offering.

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SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.52 AT&T Business Unlimited Calling Plans (formerly Business Unlimited Long Distance Plans) Local Service Winback Promotion #353 (Cont'd)

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- (B) Customers subscribing to this promotion during the sign-up period will be charged a Monthly Recurring Charge (MRC) of \$8.00 per line, in lieu of the charges specified in Section 4.7.48 of this tariff, up to ten (10) WTN's under the BAN in which the promotion is applied, for the first twelve (12) billing cycles, from the activation date of this promotion.
- (C) Customers must maintain the requirements of the AT&T Business Unlimited Calling Plans, as described in Section 3.7.48 of this tariff, and continue to subscribe to a Business Unlimited Long Distance Plan for the provision of intrastate and interstate calling, per (A) .4 above, to continue to qualify for this promotion.
- (D) This promotional offering may not be combined with the AT&T Business Unlimited Calling Plans Back-Down Local Service Winback Promotion #354.
- (E) Customers may add or remove Access Lines or relocate Service to a new address during the promotional offer period which ends January 5, 2007 if they also commit to a new 1-year term plan agreement. In such situations, the Company will adjust the per line MRC to the new line size and the promotion will extend through the full twelve (12) months of the new term plan agreement.

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SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.52 AT&T Business Unlimited Calling Plans (formerly Business Unlimited Long Distance Plans) Local Service Winback Promotion #353 (Cont'd)

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(F) Customers may add or remove Access Lines (but may not relocate Service to a new address) after the promotional offer period which ends January 5, 2007 if they also commit to a new 1-year term plan agreement. When a Customer adds or removes Access Lines, the Company will not adjust the per line MRC to the new line size. Instead, Customers will receive a single payment based on the number of months left in the original term, calculated at the remaining original line size of the difference in the basic MRCs versus the promotional MRCs. The Company may provide the single payment to the Customer in the form of a check, bill credit or other means at the Company's discretion. Relocation of service to a new address after the promotional offer period has ended will result in a forfeiture of any remaining promotional benefits.

- .1 Example, if Customer adds lines: Customer subscribes to the promotion with five (5) lines and after the 5th month of the promotional benefit period, the Customer decides to add two (2) additional lines. Customer must commit to a new 1-year term plan agreement and will receive a single payment based on the difference between current plan MRCs and the promotional MRCs based on the original five (5) lines multiplied by the seven (7) remaining months (the number of months remaining in the original term plan agreement promotion).
- .2 Example, if Customer removes lines: Customer subscribes to the promotion with five (5) lines and after the 5th month of the promotional benefit period decides to remove two (2) lines. Customer must commit to a new 1-year term plan agreement and will receive a single payment based on the difference between current plan MRCs and the promotional MRCs based on the remaining original three (3) lines multiplied by the seven (7) remaining months (the number of months remaining in the original term plan agreement promotion).

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.53 AT&T Business Unlimited Calling Plans (formerly Business Unlimited Long Distance Plans) Back-Down Local Service Winback Promotion #354 T
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(A) The sign-up period for AT&T Business Unlimited Calling Plans Back-Down Local Service Winback Promotion #354 is September 1, 2006 through January 5, 2007. Service must be activated by March 5, 2007. This promotion is available to new and existing Business Customers: T

- .1 that formerly subscribed to local dial tone service from an Affiliate of the Company and are returning some or all of their local service/lines to AT&T local service from another provider; or
- .2 that currently have some or all of their local service/lines with another (non-AT&T Affiliate) local provider for some or all of their local service/line;

And;

- .3 who also subscribe to at least one of the Affiliates of the Company's products or services as described below at the time of ordering:

- .a SimpleLinkSM
- .b Centrex Service (1 to 10 station lines only, under term plan agreement)
- .c Custom BizSaverSM
- .d Extended Metropolitan Service (1 to 10 station lines only, under term plan agreement) + Caller ID (on one line)
- .e AT&T Business Local Calling – Essentials; and

- .4 subscribe to a new AT&T Business Unlimited Calling Plans for their intrastate and interstate long distance calling associated with a BAN, as defined in Section 3.7.48 of this tariff; and T

- .5 that turn down the proposed benefits offered in the interstate promotion, AT&T Business Unlimited Calling Plans Local Service Winback Promotion #353 and state they have a better competitor offer with like comparable services; and T

- .6 request to participate in this promotional offering.

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.53 AT&T Business Unlimited Calling Plans (formerly Business Unlimited Long Distance Plans) Back-Down Local Service Winback Promotion #354 (Cont'd)

- (B) Customers subscribing to this promotion during the sign-up period will be charged a Monthly Recurring Charge (MRC) of \$5.00 per line, in lieu of the charges specified in Section 4.7.48 of this tariff, up to ten (10) WTN's under the BAN in which the promotion is applied, for the first twelve (12) billing cycles, from the activation date of this promotion.
- (C) Customers must maintain the requirements of the AT&T Business Unlimited Calling Plans, as described in Section 3.7.48 of this tariff, and continue to subscribe to a Business Unlimited Long Distance Plans for the provision of intrastate and interstate calling, per (A) .4 above, to continue to qualify for this promotion.
- (D) This promotional offering may not be combined with the AT&T Business Unlimited Calling Plans Local Service Winback Promotion #353.
- (E) Customers may add or remove Access Lines or relocate Service to a new address during the promotional offer period which ends January 5, 2007 if they also commit to a new 1-year term plan agreement. In such situations, the Company will adjust the per line MRC to the new line size and the promotion will extend through the full twelve (12) months of the new term plan agreement.

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SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.53 AT&T Business Unlimited Calling Plans (formerly Business Unlimited Long Distance Plans) Back-Down Local Service Winback Promotion #354

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(F) Customers may add or remove Access Lines (but may not relocate Service to a new address) after the promotional offer period which ends January 5, 2007 if they also commit to a new 1-year term plan agreement. When a Customer adds or removes Access Lines, the Company will not adjust the per line MRC to the new line size. Instead, Customers will receive a single payment based on the number of months left in the original term, calculated at the remaining original line size of the difference in the basic MRCs versus the promotional MRCs. The Company may provide the single payment to the Customer in the form of a check, bill credit or other means at the Company's discretion. Relocation of service to a new address after the promotional offer period has ended will result in a forfeiture of any remaining promotional benefits.

- .1 Example, if Customer adds lines: Customer subscribes to the promotion with five (5) lines and after the 5th month of the promotional benefit period, the Customer decides to add two (2) additional lines. Customer must commit to a new 1-year term plan agreement and will receive a single payment based on the difference between current plan MRCs and the promotional MRCs based on the original five (5) lines multiplied by the seven (7) remaining months (the number of months remaining in the original term plan agreement promotion).
- .2 Example, if Customer removes lines: Customer subscribes to the promotion with five (5) lines and after the 5th month of the promotional benefit period decides to remove two (2) lines. Customer must commit to a new 1-year term plan agreement and will receive a single payment based on the difference between current plan MRCs and the promotional MRCs based on the remaining original three (3) lines multiplied by the seven (7) remaining months (the number of months remaining in the original term plan agreement promotion).

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.54 AT&T Nationwide Calling 60 PreferredSM Promotion #356

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- (A) The sign up period for this promotion is October 1, 2006 through January 14, 2007. Orders for new service must be activated by January 31, 2007.
- (B) This promotion is available to new and existing Residential Customers who:
 - .1 subscribe to the AT&T Nationwide Calling 60 PreferredSM option calling plan referenced in Section 3.4.3(AE).5.w of this Tariff, during the sign-up period;
 - .2 maintain the requirements specified in Section 3.4.3(AE).2, Section 3.4.3(AE).3 and Section 3.4.3(AE).4 of this Tariff, and;
 - .3 continue to subscribe to the AT&T Nationwide Calling 60 PreferredSM during the benefit period of this promotional offering.
- (C) For Customers participating in this promotion, the MRC will be waived for the first 6 (six) months from the activation date of Service. In the event a Customer subscribes to this promotion in the middle of a billing cycle, the promotion's MRC will be pro-rated and partially billed for that month.
- (D) If the Customer fails to maintain the requirements specified in Section 3.4.3 (AE).2, and Section 3.4.3(AE).3 of this Tariff and/or fails to continue to subscribe to the AT&T Nationwide Calling 60 PreferredSM optional calling plan, the Customer will no longer qualify for the promotion and will be charged the MRC defined in section 4.4.3(AE).5.w of this Tariff.
- (E) Directors , officers, retirees, or employees of the Company or of an Affiliate of the Company that receive concession on their long distance Service are not eligible for this promotional offering. Additionally, this promotion is not available to Residential Customers who subscribe to AT&T Nationwide Calling 60 PreferredSM on-line or Residential Customers who currently subscribe to AT&T Nationwide Calling 60 PreferredSM.
- (F) The MRC that applies after the expiration of this promotion may be found in Section 4.4.3(AE).5.w of this Tariff.

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SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.55 Business Domestic Saver 15 Prime Access Line Winback
Promotion #357

- (A) The sign-up period for Business Domestic Saver 15 Prime Access Line Winback Promotion # 357 is October 1, 2006 through March 31, 2007. Service must be activated by May 31, 2007. This promotion is available to new Business Customers that:
- a. are currently with another (Non-AT&T Affiliated) local provider and newly subscribe to business local service of an Affiliate of the Company; and
 - b. newly subscribe to Business Domestic Saver 15 Prime, as referenced in Section 3.7.55 of this Tariff; and
 - c. requests to participate in this promotional offering.
- (B) The following rates apply in lieu of the corresponding rates shown in this Tariff for Business Domestic Saver 15 Prime Business Optional Calling Plan. For all other rates, the standard rates shown in this Tariff for Business Domestic Saver 15 Prime shall apply. The usage rate is based on the length of the term agreement. The usage rate for intrastate 1+ Direct-Dialed outbound calls and switched Toll Free Service is \$0.039 per minute for the first 364 days of subscribing to Business Domestic Saver 15 Prime for 1-Yr Term. The usage rate for intrastate 1+ Direct-Dialed outbound calls and switched Toll Free Service is \$0.037 per minute for the first 728 days of subscribing to Business Domestic Saver 15 Prime for 2-Yr Term. For intrastate fully automated, operator assisted, and operator dialed calls billed to the Calling Card, the usage rate is \$.15 per minute for Customers committing to a 1-year term plan agreement or a 2-year term plan agreement. The per call charges are as described in Section 4.1.1(B).2.a, Section 4.1.2(B), and Section 4.1.2(C) of this Tariff.
- (C) At the end of the initial term plan agreement, the Customer will be moved to Business Domestic Saver 15, as described in Section 3.7.11 of this Tariff, or a then available plan with equivalent usage requirements, for the same term plan agreement length as the original term plan agreement unless otherwise specified by the Customer.

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.56 AT&T Unlimited Nationwide CallingSM Promotion #361

- (A) The sign-up period for this promotion is December 1, 2006 through February 28, 2007. Orders for new Service must be activated by March 15, 2007. This promotion is available to Residential Customers who: C
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- .1 Subscribe to; (a) the Company's AT&T Unlimited Nationwide CallingSM bundled interstate and intrastate long distance calling plan; (b) AT&T I DISH Network America's Top 60 with local/DishLATINO Plus/DishHD Bronze or above (collectively referred to hereinafter as "AT 60")[#] package and; (c) AT&T Yahoo! DSL Basic[#], Express, Pro[#], or Elite[#] Service and;
 - .2 Commit to a two year (2-Year) Term agreement for each of the Services described in Section (A).1 above.
- (B) Customers who subscribe to the Services noted in item one (1) above will be eligible to receive a \$5.00 monthly discount on their AT&T I DISH Network AT 60[#] for twelve (12) months.
- (C) Early Termination Fee (ETF)
- .1 Customers must commit to a two (2) year term for each of the Services described in Section (A).1 above. If the Customer cancels any of the Services described in Section (A).1 above, the Customer will be assessed a \$5.00 per month prorated ETF based on the number of months the Customer has completed of their two (2) year term.
 - .2 During the first year of the commitment, the ETF begins at \$5.00 in the first month and increases by \$5.00 per month up to a maximum of \$60.00 in month twelve (12), then in the second year of the commitment the ETF decreases from the \$60.00 maximum by \$5.00 per month
 - .3 The ETF will be waived if a Customer signs up for this promotion and later chooses to sign up for AT&T Uverse[#].
- (D) The following are not eligible for this promotional offering:
- .1 Residential Customers who subscribe to AT&T Unlimited Nationwide CallingSM On-line.
 - .2 Directors, officers, retirees, or employees of the Company or of an Affiliate of the Company that receive concession on their long distance Service

This promotion cannot be combined with any other promotional offers.

Service(s) not regulated under this tariff

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.57 AT&T Unlimited Nationwide Calling II and AT&T Unlimited Nationwide Calling Online SelectSM Promotion #362

- (A) The sign-up period for this promotion is December 19, 2006 through February 28, 2007. Orders for new Service must be activated by March 15, 2007. This promotion is available to Residential Customers who:
- .1 Subscribe to; (a) the Company's AT&T Unlimited Nationwide Calling IISM or AT&T Unlimited Nationwide Calling Online SelectSM bundled interstate and intrastate long distance calling plan; (b) AT&T I DISH Network America's Top 60 with local/DishLATINO Plus/DishHD Bronze or above (collectively referred to hereinafter as "AT 60")[#] package and; (c) AT&T Yahoo! DSL Basic[#], Express, Pro[#], or Elite[#] Service and;
 - .2 Commit to a two year (2-Year) Term agreement for each of the Services described in Section (A).1 above.
- (B) Customers who subscribe to the Services noted in item one (1) above will be eligible to receive a \$5.00 monthly discount on their AT&T I DISH Network AT 60[#] for twelve (12) months.
- (C) Early Termination Fee (ETF)
- .1 Customers must commit to a two (2) year term for each of the Services described in Section (A).1 above. If the Customer cancels any of the Services described in Section (A).1 above, the Customer will be assessed a \$5.00 per month prorated ETF based on the number of months the Customer has completed of their two (2) year term.
 - .2 During the first year of the commitment, the ETF begins at \$5.00 in the first month and increases by \$5.00 per month up to a maximum of \$60.00 in month twelve (12), then in the second year of the commitment the ETF decreases from the \$60.00 maximum by \$5.00 per month
 - .3 The ETF will be waived if a Customer signs up for this promotion and later chooses to sign up for AT&T Uverse[#].
- (D) This promotion is not available to Directors, officers, retirees, or employees of the Company or of an Affiliate of the Company that receive concession on their long distance Service
- (E) This promotion cannot be combined with any other promotional offers.

Service(s) not regulated under this Tariff

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.58 Affiliate Customer Winback Promotion #363

- (A) The sign-up period for the Affiliated Customer Winback Promotion # 363 begins on December 19, 2006. The benefits of this offer are coterminous with each of the underlying promotions referenced herein. The promotion as a whole expires when the last referenced promotion expires. The benefit associated with each specifically referenced promotion expires upon the expiration of the underlying, referenced promotion, including any extensions. These promotions are identified in Section 4.17.58 (B). Service must be activated by the dates defined in the underlying promotions.
- (B) The following promotions are made available to customers who qualify under this offer:
- Section 6.3.115 - Signature Block of Time Reduced MRC Winback Promotion # 349
 - Section 6.3.116 - 5-20 Line Winback Refuser Gift Check Offer Promotion # 350
 - Section 6.3.117 - Business Unlimited Long Distance Plans Local Service Winback Promotion # 353
 - Section 6.3.118 - Business Unlimited Long Distance Plans Back Down Local Service Winback Promotion # 354
 - Section 6.3.120 - Business Domestic Saver 15 Prime Access Line Winback Promotion # 357
- (C) This promotion is available to customers:
- .1 that currently subscribe to local dial tone service from an existing AT&T non-incumbent local exchange carrier; and
 - .2 that also newly subscribe to business local service from the AT&T incumbent local exchange carrier, and
 - .3 that also meet all other eligibility requirements of the promotions listed in 4.11.58 (B) above except (A) .1 and (A) .2 for 6.3.115 - 118 and (A) .a for 6.3.120.
- (D) Customers as defined in 4.17.58 (C) .1 are eligible to subscribe to any ONE of the promotions as defined in Section 4.11.58 (B) and are eligible to receive the benefits of that promotion, provided they meet all other terms and requirements except as noted above in 4.11.58 (C) .3.
- (E) The Customer Migration Gift Card Promotion # 360 cannot be combined with this promotion.

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.59 AT&T Business Unlimited Calling Plans (formerly Business Unlimited Long Distance Plans) 1Q07 Winback Promotion #367

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(A) The sign-up period for AT&T Business Unlimited Calling Plans 1Q07 Winback Promotion # 367 is February 1, 2007 through June 30, 2007. Service must be activated by August 31, 2007. This promotion is available to new and existing Business Customers:

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- .1 that formerly subscribed to local dial tone service from an AT&T Affiliate;
or
- .2 that currently have some or all of their local service with a provider other than an AT&T incumbent local exchange carrier;
and;
- .3 who transfers at least on existing local service line to the AT&T incumbent local exchange carrier and newly subscribe to at least one of the following business local service options from the AT&T incumbent local exchange carrier at the time of the transfer of service:
 - .a SimpleLinkSM
 - .b Centrex Service (1 to 10 station lines only, under term plan agreement)
 - .c Custom BizSaverSM
 - .d Extended Metropolitan Service (1 to 10 station lines only, under term plan agreement) + Caller ID (on one line)
 - .e AT&T Business Local Calling – Essentials
 - .f As of 3/5/07 AT&T Business Local Calling AssuranceSM; and
- .4 subscribe to a new AT&T Business Unlimited Calling Plans for their intrastate and interstate long distance calling associated with a BAN as defined in Section 3.7.48 of this Guidebook. Illinois Customers who choose the AT&T Business Local Calling – Essentials service will be exempt from including their Intrastate IntraLATA toll calls under this offer; and
- .5 request to participate in this promotional offering.

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(B) Customers subscribing to this promotion during the sign-up period who are located in Connecticut will receive a credit of \$10.00 for each line in which this promotion is applied for the first twelve (12) billing cycles from the activation date of this promotion. All customers in other authorized states will be charged a Monthly Recurring Charge (MRC) of \$10.00 per line, in lieu of the charges specified in Section 4.7.48 of this Guidebook, up to ten (10) WTN's under the BAN in which the promotion is applied, for the first twelve (12) billing cycles, from the activation date of this promotion.

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.59 AT&T Business Unlimited Calling Plans (formerly Business Unlimited Long Distance Plans) 1Q07 Winback Promotion #367 (Continued)

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(C) Customers must maintain the requirements of the AT&T Business Unlimited Calling Plans, as described in Section 3.7.48 of this Guidebook, and continue to subscribe to a Business Unlimited Long Distance Plan for the provision of intrastate and interstate calling, per (A) .5 above, to continue to qualify for this promotion.

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(D) This promotional offering may not be combined with the AT&T Business Unlimited Calling Plans \$11 First Line Promotion #346, as described in Section 6.3.112.

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(E) Customers located in Connecticut may add or remove access lines or relocate Service to a new address and will continue to receive the benefits of this promotion.

(F) For all other states, Customers may add or remove Access Lines or relocate Service to a new address during the promotional offer period which ends June 30, 2007 if they also commit to a new 1-year term plan agreement. In such situations, the Company will adjust the per line MRC to the new line size and the promotion will extend through the full twelve (12) months of the new term plan agreement.

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.59 AT&T Business Unlimited Calling Plans Business Unlimited Long Distance Plans 1Q07 Winback Promotion #367 (Continued)

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(G) Except in Connecticut, Customers may add or remove Access Lines (but may not relocate Service to a new address) after the promotional offer period which ends June 30, 2007 if they also commit to a new 1-year term plan agreement. When a Customer adds or removes Access Lines, the Company will not adjust the per line MRC to the new line size. Instead, Customers will receive a single payment based on the number of months left in the original term, calculated at the remaining original line size of the difference in the basic MRCs versus the promotional MRCs. The Company may provide the single payment to the Customer in the form of a check, bill credit or other means at the Company's discretion. Relocation of service to a new address after the promotional offer period has ended will result in a forfeiture of any remaining promotional benefits.

- .1 Example, if Customer adds lines: Customer subscribes to the promotion with five (5) lines and after the 5th month of the promotional benefit period, the Customer decides to add two (2) additional lines. Customer must commit to a new 1-year term plan agreement and will receive a single payment based on the difference between current plan MRCs and the promotional MRCs based on the original five (5) lines multiplied by the seven (7) remaining months (the number of months remaining in the original term plan agreement promotion).
- .2 Example, if Customer removes lines: Customer subscribes to the promotion with five (5) lines and after the 5th month of the promotional benefit period, the Customer decides to remove two (2) lines. Customer must commit to a new 1-year term plan agreement and will receive a single payment based on the difference between current plan MRCs and the promotional MRCs based on the remaining original three (3) lines multiplied by the seven (7) remaining months (the number of months remaining in the original term plan agreement promotion).

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.60 Business Unlimited Long Distance Plans Sign-On Bonus Promotion #370

- (A) The sign up period for Business Unlimited Long Distance Plans Sign-On Bonus Promotion #370 is February 1, 2007 through June 30, 2007. Service must be activated by August 31, 2007. This promotion is available to new and existing Business Customers:

- .1 that formerly subscribed to local dial tone service from an AT&T Affiliate;
or
- .2 that currently have some or all of their local service with a non-AT&T affiliated provider;
and;
- .3 who transfers at least one existing local service line to the AT&T incumbent local exchange carrier and newly subscribe to at least one of the following business local service options from the AT&T incumbent local exchange carrier at the time of the transfer of service:
 - .a SimpleLinkSM
 - .b Centrex Service (1 to 10 station lines only, under term plan agreement)
 - .c Custom BizSaverSM
 - .d AT&T Business Local Calling – Essentials;
 - .e AT&T Business Local Calling AssuranceSM; and
- .4 subscribe to a new Business Unlimited Long Distance Plans for their intrastate and interstate long distance calling associated with a BAN as defined in Section 3.7.48 of this Tariff.; and
- .5 request to participate in this promotional offering.

- (B) Customers who qualify for this promotion and subscribe during the sign-up period, will receive a one-time Sign-On Bonus of a Visa® Gift Card of \$80.00 per line up to a maximum of \$800 (10 lines) via mail. Delivery of the gift card(s) will be within 90 days of service activation or 60 days after the first bill. Bonus cards will expire 90 days after issuance. Bonus Gift Cards can not be applied directly by the Customer to any AT&T accounts. The Company is not responsible for lost, late, mutilated, misdirected, or post due mail. Void where prohibited, taxed or restricted.

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.61 Consumer Competitive Offer 2 Promotion #369

The sign-up period for this promotion is February 12, 2007 through October 12, 2007. Orders for new Service must be activated by October 27, 2007. This promotion is available to existing Residential Customers who;

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- a. subscribe to (1) AT&T Unlimited Nationwide Calling Preferred II, Section 3.8.7, or (2) AT&T ONE RATE 10 Cents Preferred, Section 3.8.9 or (3) AT&T Nationwide Calling 120 Preferred, Section 3.8.10.
- b. maintain the requirements specified in Section 3.8.7, Section 3.8.9, or Section 3.8.10 of this Guidebook respectively.

The Company will waive the requirements shown in Section 3.8.7(A).3 Section 3.8.9(A).4 or Section 3.8.10(A).3 of this Guidebook respectively for Customers who currently subscribe to local dial tone service from an Affiliate of the Company and state an intention to change local carriers in response to a competitive offer.

Issued: August 3, 2007

Effective: August 11, 2007

Issued under authority of the Public Utilities Commission of Ohio

TRF Docket No. 90-9146-TP-TRF

Janet Vader – Associate Director, Dublin CA

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.62 AT&T Unlimited Nationwide Calling II and AT&T Nationwide Calling Online SelectSM II Promotion #371

- (A) The sign-up period for this promotion is March 1, 2007 through March 31, 2007. Orders for new Service must be activated by April 15, 2007. This promotion is available to Residential Customers who:
- .1 Subscribe to; (a) the Company's AT&T Unlimited Nationwide Calling IISM or AT&T Unlimited Nationwide Calling Online SelectSM II bundled interstate and intrastate long distance calling plan; (b) AT&T I DISH Network America's Top 60 with local/DishLATINO Plus/DishHD Bronze or above (collectively referred to hereinafter as "AT 60")[#] package and; (c) AT&T Yahoo! DSL Basic[#], Express, Pro[#], or Elite[#] Service and;
 - .2 Commit to a two year (2-Year) Term agreement for each of the Services described in Section (A).1 above.
- (B) Customers who subscribe to the Services noted in item one (1) above will be eligible to receive a \$5.00 monthly discount on their AT&T I DISH Network AT 60[#] for twelve (12) months.
- (C) Early Termination Fee (ETF)
- .1 Customers must commit to a two (2) year term for each of the Services described in Section (A).1 above. If the Customer cancels any of the Services described in Section (A).1 above, the Customer will be assessed a \$5.00 per month prorated ETF based on the number of months the Customer has completed of their two (2) year term.
 - .2 During the first year of the commitment, the ETF begins at \$5.00 in the first month and increases by \$5.00 per month up to a maximum of \$60.00 in month twelve (12), then in the second year of the commitment the ETF decreases from the \$60.00 maximum by \$5.00 per month
 - .3 The ETF will be waived if a Customer signs up for this promotion and later chooses to sign up for AT&T Uverse[#].
- (D) This promotion is not available to Directors, officers, retirees, or employees of the Company or of an Affiliate of the Company that receive concession on their long distance Service
- (E) This promotion cannot be combined with any other promotional offers.

Service(s) not regulated under this Tariff

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.63 AT&T Unlimited Nationwide Calling and AT&T Nationwide Calling Online SelectSM
Promotion #372

(A) The sign-up period for this promotion is March 1, 2007 through March 31, 2007. Orders for new Service must be activated by April 15, 2007. This promotion is available to existing Residential Customers who currently subscribe to AT&T Unlimited Nationwide Calling or AT&T Unlimited Nationwide Calling Online SelectSM that

.1 Subscribe to; (a) AT&T I DISH Network America's Top 60 with local/DishLATINO Plus/DishHD Bronze or above (collectively referred to hereinafter as "AT 60")[#] package and; (b) AT&T Yahoo! DSL Basic[#], Express, Pro[#], or Elite[#] Service and;

.2 Commit to a two year (2-Year) Term agreement for each of the Services described in Section (A).1 above.

(B) Customers who subscribe to the Services noted in item one (1) above will be eligible to receive a \$5.00 monthly discount on their AT&T I DISH Network AT 60[#] for twelve (12) months.

(C) Early Termination Fee (ETF)

.1 Customers must commit to a two (2) year term for each of the Services described in Section (A).1 above. If the Customer cancels any of the Services described in Section (A).1 above, the Customer will be assessed a \$5.00 per month prorated ETF based on the number of months the Customer has completed of their two (2) year term.

.2 During the first year of the commitment, the ETF begins at \$5.00 in the first month and increases by \$5.00 per month up to a maximum of \$60.00 in month twelve (12), then in the second year of the commitment the ETF decreases from the \$60.00 maximum by \$5.00 per month

.3 The ETF will be waived if a Customer signs up for this promotion and later chooses to sign up for AT&T Uverse[#].

(D) Directors, officers, retirees, or employees of the Company or of an Affiliate of the Company that receive concession on their long distance Service

This promotion cannot be combined with any other promotional offers.

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.64 AT&T Unlimited Nationwide Calling IISM and AT&T Unlimited Nationwide Calling Select IISM Promotion #374

(A) The sign-up period for this promotion is April 1, 2007 through August 14, 2007. Orders for new Service must be activated by August 31, 2007. This promotion is available to Residential Customers who:

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- .1 Previously subscribed to local dial tone Service of an Affiliated ILEC of the Company and have cancelled that Services or; (2) previously subscribed to long distance Service from the Company and have cancelled that service, or; (3) be a current local telephone customer within the Company or Affiliate of the Company's local territory who is now moving dial tone service from a competitor of the Company to the Affiliated ILEC of the Company and;
- .2 Subscribe to; (a) the Company's AT&T Unlimited Nationwide Calling IISM or AT&T Unlimited Nationwide Calling SelectSM II bundled interstate and intrastate long distance calling plan; (b) AT&T I DISH Network America's Top 60 with local/DishLATINO Plus/DishHD Bronze or above (collectively referred to hereinafter as "AT 60")[#] package and; (c) AT&T Yahoo! DSL Basic[#], Express, Pro[#], or Elite[#] Service through a Company-designated outbound sales contact or by calling a toll-free number provided through a Company-designated Teleservices sales channel specific to this promotion. and;
- .3 Commit to a two year (2-Year) Term agreement for each of the Services described in Section (A).1 above.

(B) Customers who subscribe to the Services noted in item one (1) above will be eligible to receive a \$5.00 monthly discount on their AT&T I DISH Network AT 60[#] for twelve (12) months.

(C) Early Termination Fee (ETF)

- .1 Customers must commit to a two (2) year term for each of the Services described in Section (A).1 above. If the Customer cancels any of the Services described in Section (A).1 above, the Customer will be assessed a \$5.00 per month prorated ETF based on the number of months the Customer has completed of their two (2) year term.
- .2 During the first year of the commitment, the ETF begins at \$5.00 in the first month and increases by \$5.00 per month up to a maximum of \$60.00 in month twelve (12), then in the second year of the commitment the ETF decreases from the \$60.00 maximum by \$5.00 per month
- .3 The ETF will be waived if a Customer signs up for this promotion and later chooses to sign up for AT&T Uverse[#].

(D) This promotion is not available to Directors, officers, retirees, or employees of the Company or of an Affiliate of the Company that receive concession on their long distance Service

(E) This promotion cannot be combined with any other promotional offers.

Service(s) not regulated under this Tariff

Issued: June 27, 2007

Effective: June 30, 2007

Issued under authority of the Public Utilities Commission of Ohio
TRF Docket No. 90-9146-TP-TRF
Janet Vader – Associate Director, Pleasanton, CA

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.65 AT&T Unlimited Nationwide CallingSM and AT&T Unlimited Nationwide Calling Online SelectSM Promotion #375

(A) The sign-up period for this promotion is April 1, 2007 through August 14, 2007. Orders for new Service must be activated by August 31, 2007. This promotion is available to existing Residential Customers who currently subscribe to AT&T Unlimited Nationwide Calling or AT&T Unlimited Nationwide Calling Online SelectSM who advise the Company they wish to cancel their primary line but then:

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.1 Subscribe to; (a) AT&T I DISH Network America's Top 60 with local/DishLATINO Plus/DishHD Bronze or above (collectively referred to hereinafter as "AT 60")[#] package and; (b) AT&T Yahoo! DSL Basic[#], Express, Pro[#], or Elite[#] Service through a Company-designated outbound sales contact or by calling a toll-free number provided through a Company-designated Teleservices sales channel specific to this promotion. and;

.2 Commit to a two year (2-Year) Term agreement for each of the Services described in Section (A).1 above.

(B) Customers who subscribe to the Services noted in item one (1) above will be eligible to receive a \$5.00 monthly discount on their AT&T I DISH Network AT 60[#] for twelve (12) months.

(C) Early Termination Fee (ETF)

.1 Customers must commit to a two (2) year term for each of the Services described in Section (A).1 above. If the Customer cancels any of the Services described in Section (A).1 above, the Customer will be assessed a \$5.00 per month prorated ETF based on the number of months the Customer has completed of their two (2) year term.

.2 During the first year of the commitment, the ETF begins at \$5.00 in the first month and increases by \$5.00 per month up to a maximum of \$60.00 in month twelve (12), then in the second year of the commitment the ETF decreases from the \$60.00 maximum by \$5.00 per month

.3 The ETF will be waived if a Customer signs up for this promotion and later chooses to sign up for AT&T Uverse[#].

(D) Directors, officers, retirees, or employees of the Company or of an Affiliate of the Company that receive concession on their long distance Service

This promotion cannot be combined with any other promotional offers.

Service(s) not regulated under this Tariff

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.66 AT&T ONE RATE Nationwide 10 Cents Promotion #376

- (A) The sign-up period for this promotion is May 1, 2007 through July 31, 2007. Orders for new Service must be activated by August 15, 2007. This promotion is available to new and existing Residential Customers that (1) subscribe to the AT&T ONE RATE[®] Nationwide 10 Cents optional calling plan during the sign-up period of this promotion; (2) maintain the requirements specified in Section 3.4.3(AE).5.t of this Tariff during the promotion period; and (3) continue to subscribe to the AT&T ONE RATE[®] Nationwide 10 Cents calling plan during the benefit period of this promotional offering.
- (B) Customers participating in this promotion will receive a waived Monthly Recurring Charge (MRC) per month for the first three (3) months from the activation date of Service.
- (C) If the Customer fails to maintain the requirements specified in Section 3.4.3 (AE).5.t of this Tariff and/or fails to continue to subscribe to the AT&T ONE RATE[®] Nationwide 10 Cents optional calling plan the Customer will no longer qualify for the promotion. The MRC that applies after the expiration of the promotion may be found in Section 4.4.3(AE).5.t of this Tariff.
- (D) This promotion is not available to Directors, officers, retirees, or employees of the Company or of an Affiliate of the Company that receive concession on their long distance Service
- (E) This promotion cannot be combined with any other promotional offers.

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.61 AT&T Nationwide Calling 120 Preferred & AT&T ONE RATE 10 Cents Preferred
Promotion # 386

- (A) The sign up period for this promotion is July 1, 2007 through October 31, 2007. Orders for new service must be activated by November 15, 2007. This promotion is available to Residential Customers in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, or Wisconsin who:
- .1 Previously subscribed to local dial tone Service of an Affiliated ILEC of the Company and have cancelled that Services or; (2) previously subscribed to long distance Service form the Company and have cancelled that service, or; (3) be a current local telephone customer within the Company or Affiliate of the Company's local territory who is now moving dial tone service from a competitor of the Company to the Affiliated ILEC of the Company and;
 - .2 Subscribe to AT&T Nationwide Calling 120 Preferred or AT&T ONE RATE 10 Cents Preferred , as described in Section 3.8 of this Tariff, during the sign up period for this promotional offering.
- (B) Customers participating in this promotion will receive a bonus coupon redeemable for a \$25.00 gift check.
- (C) This promotion is not available to Directors, officers, retirees, or employees of the Company or of an Affiliate of the Company that receive concession on their long distance Service
- (D) This promotion cannot be combined with any other promotional offers.

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SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.68 AT&T Business Unlimited Calling Advantage Sign-on Bonus Promotion #391

- (A) The sign up period for Business Unlimited Long Distance Plans Sign-On Bonus Promotion #370 is February 1, 2007 through May 1, 2007. Service must be activated by July 1, 2007. This promotion is available to new and existing Business Customers:
- .1 that formerly subscribed to local dial tone service from an AT&T Affiliate;
or
 - .2 that currently have some or all of their local service with a non-AT&T affiliated provider;
and;
 - .3 who transfers at least one existing local service line to the AT&T incumbent local exchange carrier and newly subscribe to at least one of the following business local service options from the AT&T incumbent local exchange carrier at the time of the transfer of service:
 - .a SimpleLinkSM
 - .b Centrex Service (1 to 10 station lines only, under term plan agreement)
 - .c Custom BizSaverSM
 - .d AT&T Business Local Calling – Essentials; and
 - .4 subscribe to a new Business Unlimited Long Distance Plans for their intrastate and interstate long distance calling associated with a BAN as defined in Section 3.7.48 of this Guidebook. Illinois Customers who choose the AT&T Business Local Calling – Essentials service will be exempt from including their Intrastate IntraLATA toll calls under this offer; and
 - .5 request to participate in this promotional offering.
- (B) Customers who qualify for this promotion and subscribe during the sign-up period, will receive a one-time Sign-On Bonus of a Visa® Gift Card of \$80.00 per line up to a maximum of \$800 (10 lines) via mail. Delivery of the gift card(s) will be within 90 days of service activation or 60 days after the first bill. Gift cards will expire 90 days after issuance. Bonus Gift Cards can not be applied directly by the Customer to any AT&T accounts. The Company is not responsible for lost, late, mutilated, misdirected, or post due mail. Void where prohibited, taxed or restricted.

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.69 AT&T Unlimited Nationwide CallingSM II Promotion #398

- (A) The sign-up period for this promotion is August 15, 2007 through November 15, 2007. Orders for new Service must be activated by November 30, 2007. This promotion is available to Residential Customers in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin who:
- .1 previously subscribed to local dial tone Service of an Affiliated ILEC of the Company and have cancelled that Services or; (2) previously subscribed to long distance Service from the Company and have cancelled that service, or; (3) be a current local telephone customer within the Company or Affiliate of the Company's local territory who is now moving dial tone service from a competitor of the Company to the Affiliated ILEC of the Company and;
 - .2 Subscribe to the Company's AT&T Unlimited Nationwide Calling IISM bundled interstate and intrastate long distance calling plan and;
 - .3 Newly subscribe to either(a) America's Top 100 with locals/DishLATINO Plus/DishHD Bronze or above package from AT&T I DISH Network (collectively referred to hereinafter as "AT 100")[#] or; (b) AT&T Yahoo! High Speed Internet Pro[#], or Elite[#] Service through a Company-designated outbound sales contact or by calling a toll-free number provided through a Company-designated Teleservices sales channel specific to this promotion. and;
 - .4 Commit to a two year (2-Year) Term agreement for each of the Services described in Section (A).2 and item (A).3.a or (A).3.b above.
- (B) Customers who subscribe to the required package of Services noted in item (A).2 and item (A).3.a or (A).3.b above will be eligible to receive a \$12.00 monthly discount towards the packaged Services for six (6) months.

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.69 AT&T Unlimited Nationwide CallingSM II Promotion #398 (Continued)

(C) Early Termination Fee (ETF)

- .1 Customers must commit to a two (2) year term for each of the Services described in Section (A).2 and item (A).3.a or (A).3.b above. If the Customer cancels any of the Services described in Section(A).2 and item (A).3.a or (A).3.b above, the Customer will be assessed a \$6.00 per month prorated ETF based on the number of months the Customer has completed of their two (2) year term.
- .2 During the first year of the commitment , the ETF begins at \$6.00 in the first month and increases by \$6.00 per month up to a maximum of \$72.00 in month twelve (12) then in the second year of the commitment the ETF decreases from the \$72.00 maximum by \$6.00 per month.
- .3 The ETF will be waived if a Customer signs up for this promotion and later chooses to sign up for AT&T Uverse[#].

(D) This promotion is not available to Directors, officers, retirees, or employees of the Company or of an Affiliate of the Company that receive concession on their long distance Service

(E) This promotion cannot be combined with any other promotional offers.

Service(s) not regulated under this Tariff

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.70 AT&T Unlimited Nationwide Calling Promotion #400

- (A) The sign-up period for this promotion is August 15, 2007 through November 15, 2007. Orders for new Service must be activated by November 20, 2007. This promotion is available to Residential Customers in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin who:
- .1 currently subscribe to AT&T Unlimited Nationwide Calling and;
 - .2 Newly subscribe to either; (a) America's Top 100 with locals/DishLATINO Plus/DishHD Bronze[#] or above package from AT&T I DISH Network (collectively referred to hereinafter as "AT 100")[#] or; (b) AT&T Yahoo! High Speed Internet Pro[#], or Elite[#] Service through a Company-designated outbound sales contact or by calling a toll-free number provided through a Company-designated Teleservices sales channel specific to this promotion. and ;
 - .3 Commit to a two year (2-Year) Term agreement for each of the Services described in Section (A).1 and item (A).2 and item (A).3.a or (A).3.b above.
- (B) Customers who subscribe to the required package of Services noted in item (A).1 and item (A).2 and item (A).3.a or (A).3.b above will be eligible to receive a \$12.00 monthly discount towards the packaged Services for six (6) months.
- (C) Early Termination Fee (ETF)
- .1 Customers must commit to a two (2) year term for each of the Services described in Section (A).2 and item (A).3.a or (A).3.b above. If the Customer cancels any of the Services described in Section (A).2 and item (A).3.a or (A).3.b above, the Customer will be assessed a \$6.00 per month prorated ETF based on the number of months the Customer has completed of their two (2) year term.
 - .2 During the first year of the commitment , the ETF begins at \$6.00 in the first month and increases by \$6.00 per month up to a maximum of \$72.00 in month twelve (12) then in the second year of the commitment the ETF decreases from the \$72.00 maximum by \$6.00 per month.
 - .3 The ETF will be waived if a Customer signs up for this promotion and later chooses to sign up for AT&T Uverse[#].
- (D) This promotion is not available to Directors, officers, retirees, or employees of the Company or of an Affiliate of the Company that receive concession on their long distance Service
- (E) This promotion cannot be combined with any other promotional offers.

[#] Service(s) not regulated under this Tariff.

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.71 AT&T Business Calling \$15 Advantage Winback Promotion #403

(A) The sign-up period for AT&T Business Calling \$15 Advantage Winback Promotion # 403 is October 1, 2007 through January 11, 2008. Service must be activated by March 11, 2008. This promotion is available to new and existing Business Customers that:

- .1 that formerly subscribed to local dial tone service from an AT&T Affiliate;
or
- .2 that currently have some or all of their local service with a provider other than an AT&T incumbent local exchange carrier;
and;
- .3 who transfers at least one existing local service line to the AT&T incumbent local exchange carrier and newly subscribes to at least one of the following business local service options from the AT&T incumbent local exchange carrier at the time of the transfer of service:
 - .a Custom BizSaverSM
 - .b SimpleLink EnhancedSM
 - .c AT&T Business Calling - Essentials Service
 - .d AT&T Business Local Calling AssuranceSM
 - .e CompleteLink 2.0 and
 - .f Centrex Service (under term plan agreement);
- and;
- .4 newly subscribe to AT&T Business Calling \$15 Advantage for their intrastate and interstate long distance calling associated with a BAN as defined in Section 3.7.55 of this Guidebook. Illinois Customers who choose the AT&T Business Local Calling – Essentials service will be exempt from including their Intrastate IntraLATA toll calls under this offer;
and
- .5 requests to participate in this promotional offering.

(B) The following rates apply in lieu of the corresponding rates shown in this Tariff for AT&T Business Calling \$15 Advantage Business Optional Calling Plan. For all other rates, the standard rates shown in this Tariff for AT&T Business Calling \$15 Advantage Business Optional Calling Plan shall apply. The usage rate is based on the length of the term agreement. The usage rate for interstate 1+ Direct-Dialed outbound calls and switched Toll Free Service is \$0.039 per minute for the first 364 days of subscribing to AT&T Business Calling \$15 Advantage for 1-Yr Term. The usage rate for interstate 1+ Direct-Dialed outbound calls and switched Toll Free Service is \$0.037 per minute for the first 728 days of subscribing to AT&T Business Calling \$15 Advantage for 2-Yr Term. For interstate fully automated, operator assisted, and operator dialed calls billed to the Calling Card, the usage rate is \$.15 per minute for Customers committing to a 1-year term plan agreement or a 2-year term plan agreement. The per call charges are as described in Section 4.1.1(B).2.a, Section 4.1.2(B), and Section 4.1.2(C) of this Tariff.

(C) At the end of the initial term plan agreement, the Customer will be moved to AT&T Business Calling \$15, as described in Section 3.7.11 of this Tariff, or a then available plan with equivalent usage requirements, for the same term plan agreement length as the original term plan agreement unless otherwise specified by the Customer

(D) Relocation of service to a new address after the promotional offer period has ended will result in a forfeiture of any remaining promotional benefits.

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.72 AT&T Business Calling \$15 Advantage Access Line Winback Promotion #408

- (A) The sign-up period for AT&T Business Calling \$15 Advantage Access Line Winback Promotion # 408 is January 12, 2008 through April 30, 2008. Service must be activated by June 30, 2008. This promotion is available to new and existing Business Customers that:
- .1 either formerly subscribed to local dial tone service from an AT&T affiliate;
or
that currently have some or all of their local service with a provider other than an AT&T incumbent local exchange carrier;
 - and;
 - .2 transfer at least one existing local service line to the AT&T incumbent local exchange carrier
 - and;
 - .3 newly subscribe to AT&T Business Calling \$15 Advantage for their intrastate and interstate long distance calling for all lines associated with a BAN as defined in Section 3.7.55 of this Tariff.;
 - and
 - .4 request to participate in this promotional offering.
- (B) Qualifying Customers will receive promotional rates in lieu of the corresponding rates shown in this Tariff for AT&T Business Calling \$15 Advantage. For all other rates, the standard rates shown in this Tariff for AT&T Business Calling \$15 Advantage Business Optional Calling Plan shall apply. The usage rate is based on the length of the term agreement. The promotional usage rate for interstate 1+ Direct-Dialed outbound calls and switched Toll Free Service is \$0.039 per minute for the first 364 days of subscribing to AT&T Business Calling \$15 Advantage for 1-Yr Term. The promotional usage rate for interstate 1+ Direct-Dialed outbound calls and switched Toll Free Service is \$0.037 per minute for the first 729 days of subscribing to AT&T Business Calling \$15 Advantage for 2-Yr Term. For interstate fully automated, operator assisted, and operator dialed calls billed to the Calling Card, the promotional usage rate is \$.15 per minute for Customers committing to a 1-year term plan agreement or a 2-year term plan agreement. The per call Calling Card charges are the regular rates as described in Section 4.1.1(B).2.a, Section 4.1.2(B), and Section 4.1.2(C) of this Tariff.
- (C) At the end of the initial term plan agreement, the Customer will be moved to AT&T Business Calling \$15, as described in Section 3.7.11 of this Tariff, or a then available plan with equivalent usage requirements, for the same term plan agreement length as the original term plan agreement unless Customer selects a new plan or otherwise elects non-renewal as specified in the renewal provisions for AT&T Business Calling \$15.
- (D) Relocation of service to a new address after the promotional offer period has ended will result in a forfeiture of any remaining promotional benefits.

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.73 AT&T Business Block of Time Reduced MRC Winback Promotion #409

- (A) The sign-up period for the AT&T Business Block of Time Reduced MRC Winback Promotion #409 is January 12, 2008 through April 30, 2008. Service must be activated by June 30, 2008

This promotion is available to new Business Customers that:

- .1 either (a) formerly subscribed to local dial tone service from an AT&T affiliated local service provider and are returning to AT&T for their local service or (b) are moving their local service from a (non-AT&T) local service provider;

and

- .2 that sign a term plan agreement for local service from an Affiliate of the Company;

and

- .3 that newly subscribe to an AT&T Business Block of Time Plan (1000, 2500, 5000 or 7500) for their interstate long distance calling associated with a BTN as defined in Section 3.7.51 of this Tariff;

and

- .4 that request to participate in this promotional offering.

- (B) Customers subscribing to this promotion during the sign-up period will be charged the MRCs associated with each Block of Time Business Optional calling Plan shown in the table below in lieu of the MRCs specified in Section 4.7.51 of this Tariff for the promotional term as follows: 1 year term – 12 months, 2 year term – 24 months, 3 year term – 35 months. After that period, the MRCs will revert to the non-promotional MRCs specified in Section 4.7.51 of this Tariff. AT&T Business Block of Time Plans Term Reduced MRC Rate

1,000 Minutes 1, 2, or 3-year term	\$ 35.00
2,500 Minutes 1, 2, or 3-year term	\$ 85.00
5,000 Minutes 1, 2, or 3-year term	\$165.00
7,500 Minutes 1, 2, or 3-year term	\$240.00

Customers subscribing to this promotion will be billed the per minute rates for interstate Direct-Dialed outbound 1+, Toll Free services, and fully automated, operator assisted, and operator dialed calls billed to the calling card – Option 2 Category 12 after the block of time has been used at the rates specified in Section 4.7.51 of this Tariff. Customers will also be billed the per call charge for operator assisted and operator dialed calling cards billed to the Calling Card – Option 2, Category 12 found in Section 4.1.1(B).2.a., Section 4.2.1(B), and Section 4.1.2(C) of this Tariff.

- (C) Customer must maintain the requirements of the AT&T Business Block of Time Plans as described in Section 3.7.51 of this Tariff and continue to subscribe to an AT&T Business Block of Time Plan for the provision of interstate calling to continue to qualify for this promotion.
- (D) Relocation of service to a new address after the promotional offer period has ended will result in a forfeiture of any remaining promotional benefits.

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.74 AT&T Business Unlimited Calling Reduced MRC Promotion # 406

(A) The sign-up period for AT&T Business Unlimited Calling Reduced MRC Promotion # 406 is:

.1 February 19, 2008 through April 30, 2008; Service must be activated by June 30, 2008, for customers in Ohio

(B) This promotion is available to new and existing Ohio Business Customers that:

.1 are currently subscribing to or newly subscribe to local dial tone from an Affiliate of the Company;

and

.2 newly subscribe to a AT&T Business Unlimited Calling plan, as defined in Section 3 in this Tariff for their intrastate and interstate long distance calling associated with a BAN;

and

.3 have no more than 10 total local lines associated with the qualifying BTN;

and

.4 newly subscribe (or restart contract) to at least one of the following business local service options from AT&T Ohio:

.a SimpleLinkSM

.b Centrex Service (1 to 10 station lines only, under term plan agreement)

.c Custom BizSaverSM

.d AT&T Business Local Calling ~ Essentials

.e AT&T Business Local Calling AssuranceSM

.f AT&T Business Access Lines through CA 1-2-3 PUNCH;

and

.5 request to participate in this promotional offering.

(C) Customers subscribing to this promotion during the sign-up period will be charged a Monthly Recurring Charge (MRC) of \$10.00 per line, in lieu of the charges specified in Section 4 of this Tariff, for 1 year for up to ten (10) WTN's under the BAN in which the promotion is applied

(D) Customers must maintain the requirements of the AT&T Business Unlimited Calling as described in Section 3 of this Tariff, and continue to subscribe to AT&T Business Unlimited Calling within a maximum of 10 Access Lines for intrastate and interstate calling, per (B) .2 above, to continue to qualify for this promotion. Failure to maintain the AT&T Business Unlimited Calling plan will result in a termination of the reduced MRC.

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.74 AT&T Business Unlimited Calling Reduced MRC Promotion # 406 (continued)

- (E) Customers may add or remove Access Lines or relocate Service to a new address during the promotional offer period, if Customer also commits to restarting the term commitment agreement and the resulting number of lines is still eligible for this promotion. In such situations, the Company will adjust the per-line MRC to the new line size and the promotional benefit will be restarted and apply for 1 year from the date the term is restarted.
- (F) Customers may add or remove Access Lines (but may not relocate Service to a new address) after the promotional offer period if Customer also commits to restarting its existing 1-year term plan agreement and the resulting number of lines continues to meet the eligibility requirements of the promotion. When a Customer adds or removes Access Lines after the promotional offer period has ended, the Company will no longer apply the promotional rate on a monthly basis. Instead, Customers will receive a single payment based on the number of months remaining in the term immediately prior to this addition or removal of Access Lines. For an addition of Access Lines the single payment will be calculated by multiplying the number of Access Lines on which the Customer was receiving the promotional rate prior to this addition of Access Lines, multiplied by the difference between the promotional and non-promotional monthly recurring rate, multiplied by the number of months over which the Customer would have received the promotional rate had this addition or removal not occurred. For a removal of Access Lines, the single payment will be calculated by multiplying the number of Access Lines that the Customer is retaining after the removal of Access Lines, multiplied by the difference between the promotional and non-promotional monthly recurring rate, multiplied by the number of months over which the Customer would have received the promotional rate had the removal not occurred. The Company may provide the single payment to the Customer in the form of a check, bill credit or other means at the Company's discretion. Relocation of service to a new address after the promotional offer period has ended will result in a forfeiture of any remaining promotional benefits.
- .1 Example, if Customer adds lines: Customer subscribes to the promotion with three (3) lines and after the 5th month of the promotional benefit period, the Customer decides to add one (1) additional line. Customer must commit to a new 1-year term plan agreement and will receive a single payment based on the difference between current plan MRCs and the promotional MRCs based on the original three (3) lines multiplied by the seven (7) remaining months (the number of months remaining in the original term plan agreement promotion).
- .2 Example, if Customer removes lines: Customer subscribes to the promotion with four (4) lines with and after the 5th month of the promotional benefit period, the Customer decides to remove two (2) lines. Customer must commit to a new 1-year term plan agreement and will receive a single payment based on the difference between current plan MRCs and the promotional MRCs based on the remaining original two (2) lines multiplied by the seven (7) remaining months (the number of months remaining in the original term plan agreement promotion).

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.75 AT&T Business Unlimited Calling 2-Year & 3-Year Term Reduced MRC Promotion # 407

- (A) The sign-up period for AT&T Business Unlimited Calling 2-Year & 3-Year Term Reduced MRC Promotion # 407 is:
- .1 February 19, 2008 through April 30, 2008; Service must be activated by June 30, 2008, for customers in Ohio
- (B) This promotion is available to new and existing Ohio Business Customers that:
- .1 are currently subscribing to or newly subscribe to local dial tone from an Affiliate of the Company;
 - and
 - .2 newly subscribe to a AT&T Business Unlimited Calling plan, as defined in Section 3 in this Tariff for their intrastate and interstate long distance calling associated with a BAN;
 - and
 - .3 have no more than 10 total local lines associated with the qualifying BTN;
 - and
 - .4 newly subscribe (or restart contract) to at least one of the following business local service options from AT&T Ohio:
 - .a SimpleLinkSM
 - .b Centrex Service (1 to 10 station lines only, under term plan agreement)
 - .c Custom BizSaverSM
 - .d AT&T Business Local Calling – Essentials
 - .e AT&T Business Local Calling AssuranceSM
 - .f AT&T Business Access Lines through CA 1-2-3 PUNCH;
 - and
 - .5 request to participate in this promotional offering.
- (C) Customers subscribing to this promotion during the sign-up period will be charged a Monthly Recurring Charge (MRC) of \$10.00 per line, in lieu of the charges specified in Section 4 of this Tariff, for up to ten (10) WTN's under the BAN in which the promotion is applied, as follows: for a 2-year term – 24 months; 3-year term – 35 months.
- (D) Customers must maintain the requirements of the AT&T Business Unlimited Calling plan as described in Section 3 of this Tariff, and continue to subscribe to AT&T Business Unlimited Calling plan within a maximum of 10 Access Lines for intrastate and interstate calling, per (B) .2 above, to continue to qualify for this promotion. Failure to maintain the AT&T Business Unlimited Calling plan will result in a termination of the reduced MRC.

SECTION 4 - PRICE LIST

4.17 Promotions (continued)

4.17.75 AT&T Business Unlimited Calling 2-Year & 3-Year Term Reduced MRC Promotion # 407
(continued)

- (E) Customers may add or remove Access Lines or relocate Service to a new address during the promotional offer period, if Customer also commits to restarting the term commitment agreement and the resulting number of lines is still eligible for this promotion. In such situations, the Company will adjust the per-line MRC to the new line size and the promotional benefit will be restarted and apply for the duration of the term commitment from the date the term is restarted.
- (F) Customers may add or remove Access Lines (but may not relocate Service to a new address) after the promotional offer period if Customer also commits to restarting its existing 2-year or 3-year term plan agreement and the resulting number of lines continues to meet the eligibility requirements of the promotion. When a Customer adds or removes Access Lines after the promotional offer period has ended, the Company will no longer apply the promotional rate on a monthly basis. Instead, Customers will receive a single payment based on the number of months remaining in the term immediately prior to this addition or removal of Access Lines. For an addition of Access Lines the single payment will be calculated by multiplying the number of Access Lines on which the Customer was receiving the promotional rate prior to this addition of Access Lines, multiplied by the difference between the promotional and non-promotional monthly recurring rate, multiplied by the number of months over which the Customer would have received the promotional rate had this addition or removal not occurred. For a removal of Access Lines, the single payment will be calculated by multiplying the number of Access Lines that the Customer is retaining after the removal of Access Lines, multiplied by the difference between the promotional and non-promotional monthly recurring rate, multiplied by the number of months over which the Customer would have received the promotional rate had the removal not occurred. The Company may provide the single payment to the Customer in the form of a check, bill credit or other means at the Company's discretion. Relocation of service to a new address after the promotional offer period has ended will result in a forfeiture of any remaining promotional benefits.
- .1 Example, if Customer adds lines: Customer subscribes to the promotion with five (5) lines with a 2-year term plan agreement and after the 5th month of the promotional benefit period, the Customer decides to add one (1) additional lines. Customer must commit to a new 2-year term plan agreement and will receive a single payment based on the difference between current plan MRCs and the promotional MRCs based on the original five (5) lines multiplied by the nineteen (19) remaining months (the number of months remaining in the original term plan agreement promotion).
- .2 Example, if Customer removes lines: Customer subscribes to the promotion with four (4) lines with a 3-year term plan agreement and after the 5th month of the promotional benefit period, the Customer decides to remove two (2) lines. Customer must commit to a new 3-year term plan agreement and will receive a single payment based on the difference between current plan MRCs and the promotional MRCs based on the remaining original two (2) lines multiplied by the thirty-one (31) remaining months (the number of months remaining in the original term plan agreement promotion).

SECTION 5 - RESERVED FOR FUTURE USE

PUCO No. 8

SBC LONG DISTANCE, LLC

d/b/a SBC LONG DISTANCE
d/b/a AT&T LONG DISTANCE

N

REGULATIONS AND SCHEDULE OF CHARGES FOR
INTRASTATE DATA SERVICES
WITHIN THE STATE OF OHIO

All references to SBC Long Distance, LLC, SBC Long Distance, Inc., Southwestern Bell Communications Services, Inc., SBC Long Distance, and AT&T Long Distance are to be considered interexchangeable for purposes of these tariff schedules.

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PUCO No. 8 replaces in its entirety
PUCO No. 4 currently on file with the commission.

Issued: February 24, 2006

Effective: February 24, 2006

Issued under authority of the Public Utilities Commission of Ohio

Case No. 06-344-TP-ZTA

By John di Bene, Vice President, General Counsel and Secretary

CHECK PAGES

All of the pages of this Tariff are effective as of the date shown at the **BOTTOM** of the page.
Original and revised pages as named below comprise all changes from the original Tariff.

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* New or revised current Tariff filing.

Issued: May 5, 2005

Effective: May 9, 2005

Issued under authority of the Public Utilities Commission of Ohio
Case No. 04-1883-TP-ATR.
By John di Bene, Vice President, General Counsel and Secretary

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* New or revised current Tariff filing.

Issued: May 5, 2005

Effective: May 9, 2005

Issued under authority of the Public Utilities Commission of Ohio
Case No. 04-1883-TP-ATR.
By John di Bene, Vice President, General Counsel and Secretary

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* New or revised current Tariff filing.

Issued: April 19, 2007

Effective: April 23, 2007

Issued under authority of the Public Utilities Commission of Ohio

Case No. 07-436-TP-ZTA

By Carol Paulsen, Director, Regulatory

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* New or revised current Tariff filing.

Issued: April 19, 2007

Effective: April 20, 2007

Issued under authority of the Public Utilities Commission of Ohio

Case No. 07-436-TP-ZTA

By Carol Paulsen, Director, Regulatory

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CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS

None

SYMBOLS.

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

- C - To signify changed regulation.
- D - To signify discontinued rate or regulation.
- I - To signify increase.
- M - To signify matter relocated without change.
- N - To signify new rate or regulation.
- R - To signify reduction.
- S - To signify reissued matter.
- T - To signify change in text, but no change in rate or regulation.

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are added to the Tariff from time to time. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the Original Page 14 cancels the Original Page 14.
- C. Paragraph Numbering Sequence - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 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 (1)
- D. Check Pages - When a Tariff filing is made with the Commission, an updated check page accompanies the Tariff filing. The check page lists the pages contained in the Tariff with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Access or Access Line: A transmission line used to transmit voice and/or data calls from the Customer's Premises to a telephone company serving Wire Center or a Company-designated POP or from a telephone company serving Wire Center or a Company-designated POP to the Customer's Premises.

Airline Mileage: The distance in mileage between two Wire Centers whose position is specified by industry standards.

Alternate Routing PVC: Provides a logical connection to an alternate host site processor/server in the event of an outage at the primary location. Alternate Routing PVCs are utilized in the event of an outage at the primary location only, not typical day-to-day use.

Ancillary Charges: Charges for supplementary Services as set forth in this Tariff which may consist of both nonrecurring and monthly recurring charges.

ANSI: American National Standards Institute. A standards-setting, non-government organization, which develops and publishes standards for voluntary use in the United States.

Applicant: Any entity or individual who applies for Service under this Tariff.

ASR: Access Service Request. Used to request the provision of special access or Switched Access as specified by the Local Access Provider.

ATM: Asynchronous Transfer Mode/Cell Relay Service. A high speed digital data Service utilizing cell-switching technology. Access speeds range from DS1 (1.544 Mbps) to OC12 (622 Mbps).

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Authorized User: A person, firm, corporation or other entity (including Customer) that 1) is authorized by the Customer to be connected to and utilize the Company's Services under the terms and regulations of this Tariff or 2) either is authorized by the Customer to act as the Customer in matters of ordering, changing or canceling Service or is placed in a position by the Customer, either through acts or omissions, to act as Customer in such matters. Such actions by an Authorized User will be binding on Customer and will subject Customer to any associated charges.

B-Channel: The Bearer, or B, Channel. A Bearer Channel is a basic communication Channel with no enhanced or value-added services included other than the Bandwidth transmission capability. A 64 Kbps Full Duplex Channel that is a fundamental component of ISDN.

B3ZS (Bipolar with 3-Zero Substitution): B3ZS is line coding technique used in the SONET STS-1 (Synchronous Transport Signal-Level 1) electrical signal which is then converted to an optical signal for transmissions over the SONET optical fiber.

B8ZS (Bipolar 8 Zero Substitution): B8ZS is a DS1 line coding technique that enables digitized voice and data transmission at the rate of 1.536 Mbps independent of the number of consecutive zeros and pulse density requirements that are normally imposed on the T1 transmission line.

Bandwidth: The total frequency band, in Hertz, allocated for a Channel.

Base Rate: The monthly recurring charge for Data Services without discounts.

BER: Bit error ratio. The percentage of received bits in error compared to the total number of bits received, expressed as a number the power of 10.

Bit: Binary Digit. Bit denotes the smallest unit of information in a binary system of notation and is the basic unit in data communications.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Blocking: A temporary condition that may be initiated so that the Customer cannot utilize Service.

Bonding: Bonding refers to the joining of two or more 64-Kbps B-Channels together to get one Channel of 128Kbps or (nx64)Kbps Bandwidth. Bonding is also known as Channel aggregation

Burst Rate: The upper Bandwidth limit the PVC is allowed to send data through the FRS network. The Burst Rate is limited by the actual physical Port access speed.

Business Customer: A Customer whose use of the Services is primarily or substantially for a business, professional, institutional, or occupational purpose.

CAP: Competitive Access Provider.

Cancellation Charge: Also referred to as Service Order Cancellation Charge.

Carrier Common Line Charges: The charges the long distance companies pay to the local telephone companies for carrier common line access service which provides for the use of end user's telephone company provided common lines by subscribers for access to such end users to furnish interstate communications.

CBR: Constant Bit Rate.

CCITT: Consultative Committee on International Telegraphy and Telephone (now known as the ITU). Establishes standards for telecommunications equipment, systems, networks, and services.

Cell Loss Ratio: The ratio of the number of cells lost to the total number of incoming cells.

Channel or Circuit: A communications path between two or more points having a standard Bandwidth or Transmission Speed selected by the Customer.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

CIR: Committed Information Rate. Refers to the minimum data transmission rate committed for transmission over the FRS network by the Customer. The Customer may transmit or "burst" up to the Port speed but any amount of data over the CIR will be marked as DE. All data marked as DE will be discarded in the event of network congestion.

Circuit Switched Data: (CSD) Provides the ability to process calls whether they are voice or data over the public switched telephone network. The network must recognize how to appropriately handle each call, voice or data. ISDN coupled with CSD can provide videoconferencing and broadband data communications by Bonding B-Channels together. CSD data calls are measured in the same manner as voice calls, in units of minutes of use and B-Channel equivalents.

CLEC: Competitive Local Exchange Carrier. Any carrier or reseller offering local exchange telecommunications services other than the incumbent LEC.

CNM: Customer Network Management.

Commission: The Public Utilities Commission of Ohio or any succeeding agency.

Company: SBC Long Distance, LLC d/b/a SBC Long Distance, d/b/a AT&T Long Distance.

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Company-Provided: The switching, transmission, and other related telecommunications or computer equipment/facilities provided by the Company or by any combination of the Company or other authorized Third Party Vendors contracted by the Company.

CPE: Customer-Provided Equipment. Terminal equipment connected to the telephone network which is owned by the Customer or leased by the Customer from a supplier.

CPNIP: Customer Premises Network Interface Points.

CRC: Cycle Redundancy Check. A process used to check the integrity of a block of data.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Credit Card: Visa®, MasterCard®, or other Credit Cards issued by other companies the Company may accept.

CS: Controlled Slip. The occurrence at the receiving terminal of a replication or deletion of the information Bits in a frame.

CS Event: The occurrence of a Controlled Slip.

CSA: Canadian Standards Association. A non-profit, independent organization which operates a listing service for electrical and electronic materials and equipment.

CSD: Circuit Switched Data.

CSU/DSU: Channel Service Unit/Data Service Unit.

Customer: A person or legal entity which subscribes to the Company's Services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff.

Customer Commitment Date: The date in which the Company receives a firm commitment from a Customer for the provision of one of the Company's Data Service offerings.

Customer Premises/Customer's Premises: Location(s) designated by a Customer where Service is originated/terminated.

D-Channel: The Delta, Data, or D, Channel. Used to carry signaling and control information associated with B-Channels. D-Channel provides out-of-band signaling for a faster call setup, dynamic Channel allocation, and other call information. Also known as non facility associated signaling.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Data Services: Communication Services which are designed to allow the transfer of formatted information between points. Data Services include but are not limited to Private Line Service, Frame Relay Service, ATM Service, and Primary Rate ISDN (PRI).

DE: Discard Eligible. A Frame Relay service standard that specifies that data sent across a PVC in excess of that connection's CIR will be marked by the network as being eligible for discard by the network in the event of network congestion.

Dedicated Access: Where Customer's Premises has a non-switched connection to the POP selected by the Company for origination and or termination of calls. When Dedicated Access is used to provide Data Services, the Dedicated Access is referred to as local loop.

Defects or Defective Service: A shortcoming or an imperfection in Data Service(s) as a result of mistakes, accidents, errors, omissions, interruption or delay in Service.

Disaster Recovery PVCs: PVCs that allow for the implementation of logical connections between branch locations and a secondary processor/server center (disaster recovery site) should a non-recoverable disaster occur at the primary host site.

Diversity: Customer-designated routing which indicates a Customer-designated departure from the primary route, usually with physical separation.

DLCI: Data Link Connection Identifier. The address information assigned to Customer-designated end points used to identify PVCs and route frames of data.

DSO: Digital Signal level Zero. Composed of one 64 kiloBit Channel.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

DS1: Digital Signal level One. Composed of twenty-four 64 Kbps Channels with a throughput capacity of 1.544 Mbps. Also called T-1.

DS3: Digital Signal level Three. Composed of 28 DS1 Channels and operating at 44.736 Mbps. Also called T-3.

EFS: Error Free Seconds. A measure of the percentage of total seconds when measured over a consecutive thirty day period that do not contain Bit errors.

End User: The person or legal entity which uses the Service provided by the Company.

ES: Errored Second. A count of one-second intervals containing one or more CRC-6 code violations, or one or more CS events or one or more SEF events.

Exemption Certificate: A written notification provided by the Customer certifying that its dedicated facility should be exempted from the monthly Special Access Surcharge because (a) the facility terminates in a device not capable of interconnecting Service with the local exchange network or (b) the facility is associated with a Switched Access Service that is subject to Carrier Common Line Charges.

Extended Super-Frame Format: A DS1 framing standard. With this format twenty-four frames, instead of twelve, are grouped together.

F.C.C.: Federal Communications Commission or any succeeding agency.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

FE: Framing-Bit Error or Framing Error. An error occurring when a receiver improperly interprets the set of bits within a Frame.

FE Event: The occurrence of a framing error or framing-Bit error.

FOC: Firm Order Confirmation.

Frame: A group of data Bits, in a specific format, with a flag at either end to indicate the beginning and end of the frame. The defined format enables network equipment to recognize the meaning and purpose of specific Bits.

Frame Relay Service Port: A communications interface through which a Customer obtains connection to the Frame Relay network.

FRATM: Connects two Customer sites, one having Frame Relay Port and the other an ATM Port, to provide transparent interworking between Frame Relay and ATM networks.

FRF.13: Frame Relay Forum 13.

FRS: Frame Relay Service. A wide area data service that provides high throughput and low delay via packet-switching technology. FRS offers Customers the capability to connect locations via PVCs for data transmission.

FRTP: Frame Relay Term Plan.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

FX: Foreign Exchange Service. Provides local telephone service from a central office message switch which is outside (foreign to) the subscriber's exchange area.

Gbps: GigaBits per second. A billion Bits per second.

Hertz: A unit of frequency equal to one cycle (**the cycle**) per second.

IA: Integrated Access.

ICB: Individual Case Basis. A Service provided involving a nonstandard arrangement. The nature of such Service requirements makes it difficult or impossible to establish general Tariff provisions for such circumstances.

ILEC: Incumbent Local Exchange Carrier.

InterLATA: Any call or transmission that originates in one LATA and terminates in a different LATA.

International: Involving two or more nations.

IntraLATA: Any call or transmission that originates in one LATA and terminates within the same LATA.

IOC: Interoffice Channel.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

ISDN: Integrated Services Digital Network. Integrates voice, data, and video communications services via standard interfaces. ISDN is designed for telephone switches, computer telephony and voice processing systems. ISDN can deliver dedicated voice trunking over its B-Channels, video conferencing and broadband data applications by Bonding B-Channels together.

ITU: International Telecommunications Union (formerly known as the CCITT). An organization established by the United Nations with membership from virtually every government in the world. Its objectives are to set telecommunications standards and allocate frequencies to various uses.

IXC: Interexchange Carrier.

Joint User: A corporation, association, partnership, or individual that is permitted to use a Customer's Service by mutual agreement between the Customer and the Joint User in accordance with the terms and conditions of this Tariff.

Kbps: Kilobits Per Second. One thousand Bits per second.

LAN: Local Area Network.

LATA: Local Access Transport Area. A geographically defined regulatory boundary established by the Modification of Final Judgement.

LEC: Local Exchange Carrier.

Local Access: The service between a subscriber's premises and a Company-designated POP.

Local Access Provider: An entity providing Local Access.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Mbps: Megabits per second. Million Bits per second.

Modification of Final Judgment: The judicial opinion United States vs. American Telephone & Telegraph Company, 552 F. Supp. 131 (D.C. 1982). See United States v. Western Electric Co., 552 F. Supp. 131 (D.D.C. 1982), affd sub nom. Maryland v. United States, 460 U.S. 1001 (1983).

MRC: Monthly Recurring Charge.

MTTR: Mean Time To Repair. The average time required to restore to Service.

NATM: PremierSERVSM ATM Service.

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NFRS or NFR: PremierSERVSM Frame Relay Service.

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NNI: Network To Network Interface. The interface defines the point of interconnection between two service providers.

NNI - Port and Access: Connects the Customer's network to the Company FRS network, based upon the standards defined NNI signaling protocol. Each NNI Port and Access may accommodate multiple Permanent Virtual Circuits based upon the speeds selected.

NNI - Port Only: Connects the Customer's network to the Company FRS network, based upon the standards defined NNI signaling protocol. Each NNI Port may accommodate multiple Permanent Virtual Circuits based upon the speeds selected.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Non-Channelized: Non-Channelized is the capability to permit the unrestricted use of a digital communication channel independent of the number of consecutive zeros and pulse density requirements (ie., 64 kbps usable Bandwidth for a DSO channel and 1.536 Mbps usable Bandwidth for a DS1 channel).

NRC: Non-recurring charge.

NSEP: National Security Emergency Preparedness.

OC: Optical Carrier. Optical Carrier level-1 is the optical counterpart of STS-1 (the base rate, 51.840 Mbps, on which SONET is based). Direct electrical-to-optical mapping of the STS-1 signal with frame synchronous scrambling. All higher levels are direct multiples of OC-1 (i.e. OC-3 = 3 times OC-1, etc).

OC3: Optical Carrier Level 3, with a transmission rate of 155.520 Mbps.

OC12: Optical Carrier Level 12, with a transmission rate of 622.08 Mbps.

Off-Net: A location where the Company's primary Third Party Vendor does not have facilities. N

On-Net: A location where the Company's primary Third Party Vendor has facilities. N

OPT: Office of Priority Telecommunications.

OTC: One Time Charge.

Out of Term: Rates and charges which apply to Customers with no term plan agreement, or which are applied when a term plan agreement has ended and no new term plan agreement has been signed.

Oversubscription: Oversubscription allows the sum of the CIRs for all PVCs connected to an access Port to exceed the speed of the access Port. No individual PVC may be provisioned at a speed greater than either of its associated Port speeds.

PIR: Peak Information Rate.

Issued: July 27, 2005

Effective: August 1, 2005

Issued under authority of the Public Utilities Commission of Ohio

Case No. 05-944-TP-ZTA

By John di Bene, Vice President, General Counsel and Secretary

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

POP: Point-of-Presence. A physical place at which the local telephone company terminates subscriber Circuits for long distance dial-up or leased-line communications or a Company-designated location where a facility is maintained for the purpose of providing access to the Company's Service.

Port: The physical or electrical interface through which access to the communications network is obtained.

PRI: Primary Rate Interface. The ISDN equivalent of a DS1 Circuit. The Primary Rate Interface consists of twenty-four 64 Kbps Channels.

Priority PVCs: Priority Quality of Service offers reduced delay and packet loss between end-points when used with small, fixed-length frame traffic.

Private Line: Discrete communication Bandwidth dedicated for a Customer's exclusive use. A Private Line is provisioned on facilities that may be shared and accomplished through a variety of technologies and media.

Private Line Service: Full duplex transmission/transPort service between two points. Private Line Service(s) are defined by Bandwidth, signaling, media, etc.

PVC: Permanent Virtual Connection provides the customer with the electronic equivalent of a private line between two points. At the time of subscription to this form of service, a virtual circuit is established between two specific customer network addresses on the FRS network. While no physical circuits are dedicated, the two network addresses are electronically connected together.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

QoS: Quality of Service.

Reseller: A Customer that resells the Company's Service(s) with the Company's authorization.

SEF: Severely Errored Framing event. The SE (severely errored) indicator of performance report message.

SEF Event: The occurrence of a severely errored frame. A one-second interval with eight (8) or more framing errors/framing-Bit errors.

Service: Any or all services provided pursuant to this Tariff.

Service Order: The standard Company order form(s), in effect from time-to-time, or Customer's forms accepted in writing by an authorized representative of the Company for Service which will enable the Company to provide Service.

Service Order Change Charge: Charge applied for changes in Service Orders.

SES: Severely Errored Seconds. Errored seconds during which the error rate exceeded ten (10).

SIR: Sustained Information Rate.

SLA: Service Level Agreement.

SOCC: Service Order Change Charge.

SONET: Synchronous Optical NETwork. A family of fiber-optic transmission rates from 51.84 Mbps to 2.488 Gbps. An optical interface standard.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Standard SLA: Standard Service Level Agreement.

Special Access Surcharge: A charge imposed by the Local Exchange Companies in accordance with Section 69.115 of the FCC Rules and Regulations.

State: The State of Ohio.

STS: Synchronous TransPort Signal. A SONET electrical signal rate.

Switched Access: If the Customer's location has a transmission line that is switched through the LEC or CLEC to reach the long distance network, the access is switched.

Switched Services(s): Any Services that are not Data Services as defined herein which use message switches to share inter-switch transPort.

T-1: Composed of twenty-four (24) 64 Kilobit Channels with a throughput capacity of 1.544 Mbps. Also called DS1.

T1C: A digital carrier facility used to transmit a DS-1 formatted digital signal at 3.152 Mbps.

Third Party Vendor: A company, entity or individual, other than the Company, designated by the Company that provides the facilities and/or the equipment required to provide Service(s).

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

TLC: Termination Liability Charge. A charge which applies when the Customer cancels Service prior to the expiration date of a term plan agreement for Data Service(s).

Transmission Speed: Denotes the line or Channel speed in Bits per second.

TSP: Telecommunications Service Priority System.

TTP: Time To Provision.

TTR: Time To Repair. Measured in terms of hours from the time the Service was released for test and repair to operability within accepted thresholds. The time to restore Service on an event basis.

UBR: Unspecified Bit Rate.

UNI: User-Network Interface. The physical and electrical demarcation point between the user and the service provider.

UNI - Port and Access: Connects the Customer to the Company's FRS network, based upon the standards defined UNI signaling protocol. Each UNI Port and Access may accommodate multiple Permanent Virtual Circuits based upon the speeds selected.

UNI - Port Only: Connects the Customer to the Company's FRS network, based upon the standards defined UNI signaling protocol. Each UNI Port may accommodate multiple Permanent Virtual Circuits based upon the speeds selected.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

VBRrt: Variable Bit Rate real time.

VBRnrt: Variable Bit Rate non real time.

VCC: Virtual Channel Connection.

V&H: Vertical and Horizontal geographic coordinates.

VIP: Volume Incentive Plan.

VPC: Virtual Path Connection. Provides connections between Ports. A VPC is a collection of VCCs that are routed together as one unit end-to-end through the network.

Wire Center: A specified geographical location used for determining mileage measurements.

SECTION 2 - RULES AND REGULATIONS

2.1 Application of the Tariff

2.1.1 This Tariff contains the descriptions, regulations, and rates applicable to intrastate InterLATA and intrastate IntraLATA telecommunications Service offered by the Company with principal offices located at 5130 Hacienda Drive, 3rd Floor, Dublin, California 94568. Unless specifically limited or expanded in this Tariff, all Data Services described in this Tariff are available for interconnection at Customer Premises located in all counties within Ohio. IntraLATA Data Services is only provided outside SBC Ohio territory.

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2.1.2 The Company will not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, without limitation, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of the Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service

2.2.1 Service is offered subject to the availability of the necessary systems, facilities, and equipment, and where Company provides Service. Company may refuse to provide Service to or from a location where the necessary systems, facilities, or equipment are not available. As used herein, the terms "availability" and "available" refer to systems, facilities, and equipment owned by Company and Company's current capacity purchased from third party providers. In cases where Service is not currently available, Company shall not be obligated to provide Service by a particular time or in a particular manner. If the parties cannot agree concerning the provision of currently unavailable Service, either party may cancel Customer's order for such Service. Service is subject to the following limitations:

- (A) Company does not undertake to transmit messages, but offers its Service when available, and shall not be liable for errors in transmission or for failure to establish connections.
- (B) Company reserves the right to refuse to process Third Party Vendor calls when standard validation techniques cannot confirm acceptance.
- (C) Company reserves the right to discontinue or limit Service, or to impose requirements, as required, to meet changing regulatory or statutory rules and standards.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

- 2.2.2 Company reserves the right to discontinue or limit Service when necessitated by conditions beyond its control or when Service is used in violation of these terms and conditions or the law.
- 2.2.3 If Service is established and it is subsequently determined that the condition described in Section 2.2.2 of this Tariff exists, the Company may suspend or disconnect Service on seven (7) days' written notice until satisfactory arrangements have been made for the payment of prior indebtedness.
- 2.2.4 In compliance with 4901:1-5-17 of the Ohio Administrative Code applicable to toll service providers, the Company reserves the right to discontinue Service or to limit the use of Service without liability when the Customer or End User is using Service in violation of the law or in violation of the provisions of this Tariff.
- 2.2.5 Conditions under which the Company may, without notice pursuant to 4901:1-5-17(G) of the Ohio Administrative Code applicable to toll service providers, terminate Service without liability include, but are not limited to:
- (A) if an emergency may threaten the health or safety of a person or Service. If Service is disconnected, the Company shall act promptly to restore Service as soon as possible; or
 - (B) if a Customer's use of telecommunications equipment adversely affects the Company's equipment, its Service to others, or the safety of the Company's employees or Customers; or
 - (C) if a Customer tampers with Company-Provided facilities or equipment.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.6 Conditions under which the Company may, with notice pursuant to 4901:1-5-17 (B), (D), and (E), terminate Service without liability include, but are not limited to:

- (A) a violation or noncompliance with the Company's rules or tariff(s) on file with the Commission; or
- (B) a failure to comply with the municipal ordinances or other laws pertaining to telecommunication services; or
- (C) when the Customer has committed a fraudulent practice as set forth in the Company's tariffs on file with the Commission; or
- (D) failure to pay for or provide assurances of, or security for, the payment of the Company's charges as per Section 2.8.1 or Section 2.8.2 of this Tariff; or
- (E) non-payment of any sum for regulated toll Service owed the Company by the due date printed on the bill.

2.2.7 Initial and continuing Service is offered subject to the availability of necessary facilities and/or equipment, including those to be provided by other companies furnishing a Portion of the Company's Service(s).

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.8 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of Service includes, but is not limited to:

- (A) Service that is used by the Customer or End User to frighten, abuse, torment, or harass another; or
- (B) Service that is used by the Customer or End User in a manner which interferes with the use of Service by one or more other Customers; or
- (C) Service that is used by the Customer or End User to place calls by means of illegal equipment, service, or device; or
- (D) Service that is used by the Customer or End User to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge.

2.2.9 The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions of this Tariff will remain, at all times, in full force and in effect until modified in writing, signed by the Company and Customer.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

- 2.2.10 The Company may rely on third parties to provide a portion of the Company's Service. The selection of the Third Party Vendors is made by the Company. The Company reserves the right to change Third Party Vendors at any time.
- 2.2.11 The Company reserves the right, without incurring liability, to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 2.2.12 Recording of telephone conversations provided pursuant to the Company's Service under this Tariff is prohibited except as authorized by applicable federal, state, and local laws.
- 2.2.13 The Company reserves the right to add, change, or delete Services at any time.
- 2.2.14 The Data Services offered in this Tariff begin and end at the network interface. The Customer is responsible for the provisioning, maintenance, and repair for all services on the Customer side of the network interface.
- 2.2.15 The Company, when acting at the Customer's request and as its authorized agent for ordering Dedicated Access, will make reasonable efforts to arrange for service.
- 2.2.16 The Company does not generally provide echo suppression. However, for Services that require Dedicated Access to reach the long distance network, the Company, not the Customer, will determine when echo suppression will be provided.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability

The Company's liability will be limited to that expressly stated in Sections 2.3.1 through 2.3.17 of this Tariff in connection with the provision of Service to Customer.

2.3.1 The Company will not be liable for any damages caused by the negligence, gross negligence or willful misconduct of the Customer or Customer's agents, employees, officers, directors, contractors or vendors.

2.3.2 Unless otherwise stated in this Tariff, the liability of the Company for negligence arising out of mistakes, omissions, interruptions, delays, errors, defects or other comparable actions occurring in the provision of recurring Service(s) will be limited to a service adjustment based on the amount of time such Service is out of service times the applicable monthly recurring charge for Service.

2.3.3 The liability of the Company for gross negligence arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the provision of Service(s) will not exceed the higher of the adjustments described in Section 2.3.1 or 2.3.2 of this Tariff, whichever is applicable, or the sum of \$10,000. The liability of the Company for gross negligence shall be limited to and shall in no event exceed \$10,000.

2.3.4 Reserved for future use.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.5 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company in writing of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered by the Company for the Data Service giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand.

2.3.6 IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUE OR PROFITS. Company will not be liable for any act or omission by any other company(ies) furnishing a portion of the Service or associated facilities or equipment. If Company learns of actual or likely unauthorized, fraudulent, or unlawful use of any Company Service, Company may suspend Service without notice or liability. Company will not be liable for any failure of performance due to the use or abuse of Service by Customer including, but is not limited to, any calls placed by means of PBX-reorigination or any other equipment, service, or device. Compensation for any injury Customer suffers due to the fault of third parties must be sought from such third parties. Company will not be liable for any failure of performance due to any action, such as Blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unauthorized, fraudulent, or unlawful use of its Service. Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury caused by Customer, its agents, or End Users, or by facilities or equipment provided by Customer or any Third Party Vendor. Company shall have no liability to any person or entity other than Customer and only as set forth herein.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.7 In the event the Customer is not satisfied with the Company's resolution of any dispute, the Customer may contact the Commission for resolution of the dispute.

2.3.8 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.

2.3.9 Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for any damages, including but not limited to direct, indirect, actual, consequential, special, or punitive damages, or lost profits.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.10 The Company will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to:

- (A) Unavoidable interruption in the working of transmission facilities; or
- (B) Natural disasters such as storms, fire, flood, or other catastrophes; or
- (C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or
- (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, supplier failures, shortages, breaches or delays, or other labor difficulties; or
- (E) The unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment; or
- (F) Explosions, vandalism, cable cut or other similar occurrences; or
- (G) Preemption of existing Services to restore Service(s) in compliance with part 64, Subpart 64, Subpart D, Appendix A, of the F.C.C.'s rules and regulations; or
- (H) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's control.

SECTION 2 - RULES AND REGULATIONS

2.3 *Limitation of Liability (continued)*

- 2.3.11 The Company will use its best efforts to provide Services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide Service to its Customers; negligent or defective Services to Customers; equipment, computer, network, or electrical malfunctions of any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.
- 2.3.12 If the Company learns of actual or possible unauthorized, fraudulent, or unlawful use of any Company Services, the Company will make an effort to contact the Customer, but Service may be blocked without notice and without liability to the Company. Service may be suspended by the Company without incurring liability. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.
- 2.3.13 The Company does not undertake to transmit messages but furnishes the use of its Services to its Customers for telecommunications. The Company is not liable for the content of the Customer's messages.
- 2.3.14 The Company may rely on Third Party Vendors for the performance of certain services such as Dedicated Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company will act as agent for the Customer in obtaining such other services. Customer's liability for charges hereunder will not be reduced by untimely installation or non-operation of Customer-provided facilities and equipment.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.15 The Company will not be liable for:

- (A) Any act or omission of any other company or companies furnishing a portion of the Service or furnishing facilities or equipment associated with such Service.
- (B) Damages caused by the fault or negligence or willful misconduct of the Customer or End User.
- (C) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's reasonable control.
- (D) Any direct, indirect, consequential, special, actual, or punitive damages, or for any lost revenues or profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder. Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for such damages or lost revenue or lost profits.
- (E) Any indirect, incidental, special or consequential damages, lost revenue or lost profits of any kind, even if Company is advised of the possibility of such consequences.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.15 (continued)

- (F) The use or abuse of any Service described herein by any party including, but not limited to, the Customer or End User. Use or abuse includes, but is not limited to, any calls placed by means of illegal equipment, service, or device. Compensation for any injury the customer may suffer to the fault of third parties must be sought from such other parties. Compensation for any injury the Customer may suffer due to the fault of third parties must be sought from such other parties.
- (G) Any action that Company deems necessary in order to prevent unauthorized, fraudulent, or unlawful use of its Service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties.
- (H) The Company will not be liable for any claim where the Customer indemnifies the Company pursuant to Section 2.5 of this Tariff.

2.3.16 If someone other than the Customer (e.g., authorized or unauthorized) has use of the Service directly or indirectly through the Customer, then Customer agrees to forever indemnify and hold the Company and any affiliated or unaffiliated Third Party Vendor or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.17 The Company will not be liable to the Customer or any other person, firm or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or Defects in Service (collectively "Defects" or "Defective Service"). Defects caused by or contributed to, directly or indirectly, by act or omission of Customer (including Authorized Users) or Customer's customers, affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties will not result in the imposition of any liability whatsoever upon the Company, and Customer will pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials.

In addition, all or a portion of the Service may be provided over facilities of third parties, and the Company will not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. Company will not be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or business interruption, or for any lost profits or lost revenues of any kind or nature whatsoever arising out of any Defective Service or any other cause. Any warranties and remedies explicitly set forth in this Tariff are exclusive and in lieu of all other warranties or remedies, whether expressed, implied or statutory, including without limitation implied warranties of merchantability and fitness for a particular purpose. In the event of an interruption in Service, any Defect in the Service whatsoever or a failure to perform under this Tariff, neither Company nor any Third Party Vendor or operator of facilities employed in the provision of the Service will be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or for any lost profits or lost revenues of any kind or nature whatsoever.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service

- 2.4.1 The Company's Services are available for use twenty-four hours per day, seven days per week.
- 2.4.2 The Service offered herein may be used for any lawful purpose, including business, governmental, or other use. The Customer is liable for all obligations under this Tariff notwithstanding any sharing or resale of Services and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the Service in a manner that could interfere with Service provided to others or that could harm the facilities of others.
- 2.4.3 Service furnished by the Company may not be used to make calls which might reasonably be expected to frighten, abuse, torment, or harass another. The Service may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is an authorized communications common carrier, an authorized resale common carrier, or an enhanced or electronic service provider who has subscribed to the Company's Service. However, this provision does not preclude an agreement between the Customer, Authorized User, or Joint User to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.4 Service furnished by the Company may be arranged for joint use or authorized use. The Joint User or Authorized User will be permitted to use such Service in the same manner as the Customer, but subject to the following conditions.

- (A) The Customer must complete and provide to the Company all Service agreements and/or other documentation required by the Company to initiate Service.
- (B) One Joint User or Authorized User must be designated as Customer. The designated Customer does not necessarily have to have communications requirements of its own. Customer must specifically name all Joint Users or Authorized Users in the application for Service. Service orders that involve the start, rearrangement, or discontinuance of joint use or authorized use of Service will be accepted by Company only from Customer and will be subject to all requirements of these terms and conditions.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.4 (continued)

- (C) All charges for Service will be computed as if the Service were to be billed to one Customer. The Joint User or Authorized User designated as Customer will be billed for all components of the Service and will be responsible for all payments to Company. If Customer fails to pay Company, each Joint User or Authorized User will be liable to Company for all charges incurred as a result of its use of Company's Service. Each Joint User or Authorized User must submit to Customer a letter guaranteeing payment for the Joint User's or Authorized User's portion of all charges billed by Company to Customer and specifying that the Joint User or Authorized User understands that Company will receive a copy of the guaranty from Customer. Customer will be responsible for allocating charges to each Joint User or Authorized User.
- (D) Joint use is a billing allocation arrangement and not a resale arrangement. Neither Customer nor any Joint User nor any third party engaged by either of them in connection with a joint use arrangement may mark up Service or otherwise profit from such joint use arrangement.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 Customer shall indemnify, defend, and hold harmless Company (including the cost of reasonable attorneys' fees) against:

- (A) Claims for libel, slander, infringement of copyright, or unauthorized use of any trademark, trade name, or service mark rising out of the material, data, information, or other content transmitted by Customer, its agents, or End Users over Company-Provided facilities or equipment.
- (B) Claims for patent infringement arising from combining or connecting Company-Provided facilities or equipment with facilities, equipment, apparatus, or systems of Customer.
- (C) All other claims (including claims for damage to any business or property, or injury to, or death of, any person) arising out of any negligent or wrongful act or omission of Customer, its agents, End Users, or customers in connection with any Service or facilities or equipment provided by Company or Third Party Vendor.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

- (D) Any and all claims, demands, suits, actions, losses, damages, assessments, or payments asserted against Company and/or any affiliated or unaffiliated Third Party Vendor or operator of facilities employed in provision of the Service by someone other than Customer (e.g., authorized or unauthorized) who has use of the Service directly or indirectly through Customer.
- (E) Any suits, claims, losses, or damages including punitive damages, attorneys' fees, and court costs arising out of the construction, installation, operation, maintenance, or removal of Customer's Circuits, facilities, or equipment connected to the Services. This includes, without limitation, worker's compensation claims, and proceedings to recover taxes, fines, or penalties for failure of Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the Services.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.2 If a Customer directly or indirectly authorizes third parties to use the Service, the Customer will indemnify and hold the Company harmless against any and all claims asserted by said party, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties or by others as a result of said parties' actions or omissions.
- 2.5.3 The Company's failure to provide or maintain Service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.
- 2.5.4 The Customer will indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Section 2.3 of this Tariff and arising in connection with the provision of Service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith.
- 2.5.5 The Customer is responsible for paying for all Services the Company provides to or from the Customer's Premises, regardless of whether the Customer's facilities were fraudulently used or used without Customer's knowledge in full or in part. These responsibilities are not changed due to any use, misuse or abuse of the Customer's Service or Customer-provided equipment by third parties, the Customer's employees or public.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.6 The termination or disconnection of Service(s) by the Company pursuant to Sections 2.2.5, 2.2.6, and 2.20 of this Tariff or if the Customer cancels Service pursuant to Section 2.19 of this Tariff does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination or disconnection. The remedies set forth herein will not be exclusive, and the Company will at all times be entitled to all rights available to it under either law or equity.
- 2.5.7 The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with Company-designated facilities. The Customer will ensure that the signals emitted into the long distance network do not damage Company-Provided equipment, injure personnel, or degrade Service to other Customers or other users of the long distance network. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer-provided terminal equipment with Local Access. In addition, the Customer shall comply with applicable Local Access Provider's signal power limitations and requirements.
- 2.5.8 The Customer will be responsible for the payment of all charges for Services provided under this Tariff.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.9 Reserved for future use

2.5.10 If Service is terminated pursuant to Section 2.2.5, Section 2.2.6 or Section 2.20 of this Tariff or if the Customer cancels Service pursuant to Section 2.19 of this Tariff, the Customer will be deemed to have cancelled Service as of the date of such termination or cancellation and will be liable for any cancellation charges set forth in this Tariff.

2.5.11 The Company will accept orders from an agent appointed by the Customer. An agency appointment must be sent to the Company in writing. If directed by the Customer, the bill for the Data Service will be sent to the agent and issued in the name of the Customer, in care of the agent. Regardless of the authority the Customer has given the agent to act on behalf of the Customer, the Customer retains responsibility for compliance with Tariff regulations and any act or omission of the agent.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.12 The Customer is responsible for the payment of all charges for Service(s) provided under this Tariff.

2.5.13 If as a result of inaccurate information provided by the Customer, Circuits need to be moved, replaced, or redesigned, the Customer is responsible for the payment of all such charges. In the event the Company incurs costs and expenses caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

2.5.14 If the Company is acting as an agent of the Customer for ordering Dedicated Access for the provision of Data Service(s) and if the Customer is to be exempted from the monthly special access surcharge charged by the Local Access Provider, it is the Customer's responsibility to provide the Company with an Exemption Certificate.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

- 2.5.15 If an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with service provided to a specific Customer and those charges are not specifically listed in this Tariff, those charges will be billed to the Customer on a pass-through basis. The Customer is responsible for payment of such charges.
- 2.5.16 A Customer will not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.5.17 In the event suit is brought or an attorney is retained by the Company to enforce the terms of this Tariff, the Customer shall reimburse the Company, in addition to any other remedy, for attorneys' fees, court costs, costs of investigation, and other related expenses incurred in connection therewith.
- 2.5.18 When Company or Third Party Vendor personnel must install, repair, maintain, program, inspect, remove equipment associated with the provision of the Service or implement changes the Customer has ordered, the Customer is responsible for arranging access to its premises at times mutually acceptable to the Company or the Third Party Vendor. An impairment may only be evident at certain times (e.g., a certain hour of the day). In such cases, Customer must make Service available for testing during the same time periods the trouble condition is to be corrected.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.19 The Customer must pay the Company for replacement or repair of damage to Company-Provided equipment or facilities if caused by:

- (A) the negligence or willful act of the Customer, End Users, or others; or
- (B) the improper use of Services; or
- (C) the use of equipment provided by Customers or End Users. After receipt of payment for the damages, the Company will cooperate with the Customer in its claim against any third party causing damage to Service.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.20 The Customer will comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by the Company. The Customer will ensure that:

- (A) its equipment and/or system is properly interfaced with the Company-Provided equipment and facilities; and
- (B) the signals emitted into the long distance network are the proper mode, Bandwidth, power, and signal level for the intended use of the Customer; and
- (C) the signals do not damage Company-Provided equipment and/or facilities, injure Company or Third Party Vendor personnel, or degrade Service to other Customers.

If the F.C.C. or another appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications Service, the Company will permit such equipment to be connected with the Channels without the use of protective interface devices.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.21 If the Customer fails to maintain its equipment and/or its system properly and this results in harm to:

- (A) Company-Provided equipment or facilities, or
- (B) Company's or Third Party Vendor's personnel, or
- (C) quality of Service to other Customers of the Company, or
- (D) quality of Service to subscribers of a Third Party Vendor providing a portion of Service,

the Company may, upon written notice, require the use of protective equipment by the Customer at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may terminate the Customer's Service without liability.

2.5.22 The Customer is responsible for reimbursing the Company for charges incurred for special construction and/or special facilities that were ordered by the Company on the Customer's behalf at the Customer's request.

2.5.23 Customer agrees to defend the Company against the claims as set forth in Section 2.5 of this Tariff and to pay all reasonable litigation costs, attorneys' fees, court costs, settlement payments, and any damages awarded or resulting from any such claims.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.24 The Customer agrees to operate any Company-Provided equipment in accordance with instructions of the Company or the Company's agent or designee. Failure to do so will void any Company liability for interruption of Service and may make Customer responsible for damage to equipment.

2.5.25 Facilities utilized by the Company or a Third Party Vendor to provide Service under the provisions of this Tariff remain the property of the Company or Third Party Vendor. Customer agrees to return to the Company or authorized Third Party Vendor all Company-Provided equipment within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment will be in the same condition as when delivered to Customer, normal wear and tear excepted. Customer will reimburse the Company, upon demand, for any costs incurred by the Company (e.g., the cost of the equipment) due to Customer's failure to comply with this provision.

2.5.26 The Customer will be solely responsible, at its own expense, for the overall design of Service and for any redesigning or rearrangement of Service which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

SECTION 2 - RULES AND REGULATIONS

2.6 Obligations of a Reseller

- 2.6.1 The terms and conditions of this Tariff, including but not limited to the obligations contained in Section 2.5 and in Sections 2.6.2 through 2.6.6 hereof, apply to Customers that are Resellers. Failure to comply with any term, rule, or regulation of this Tariff may result in the Company immediately and irrevocably terminating Service(s) without incurring any liability. Notification of termination of Service(s) may be in writing or in another expeditious manner selected by the Company.
- 2.6.2 In the event of non-payment by a Reseller's subscriber, the Company may be requested by the Reseller to block such subscriber's service because of non-payment of charges. Before the Company blocks Service to a Reseller's subscriber, the Reseller must certify that proper notice has been given to the subscriber. Proper notice must meet Commission rules for Blocking Service due to non-payment. The Reseller is responsible for all costs incurred to disconnect or block the location from Service(s).
- 2.6.3 Resellers will be responsible for paying all taxes, surcharges, and fees based upon the taxing jurisdiction's rules and regulations.
- 2.6.4 In addition to the other provisions in this Tariff, Resellers will be responsible for all interaction and interface with their own subscribers or customers. The provision of Service will not create a partnership or joint venture between the Company and the Reseller nor result in a joint offering to third parties.

SECTION 2 - RULES AND REGULATIONS

2.6 Obligations of a Reseller (continued)

- 2.6.5 If the Customer resells Services, the Reseller is responsible for providing all billing, collection, and customer service functions for all of its locations, including resolving any unauthorized presubscription disputes.
- 2.6.6 In addition to the other provisions in this Tariff, Resellers must have the appropriate authority in all areas where the Reseller provides service and provide such documentation to the Company when requested.

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services

2.7.1 General{tc \12 "2.7.1 General}

To obtain Service, the Company requires the Customer to provide the Company with whatever authorization the Company deems appropriate that complies with the rules of the Commission. For example, the Company may require the Customer to execute a subscription letter, Service Order, letter of agency, service agreement, contract etc. depending on the Service(s) selected by the Customer. Upon the Company's acceptance of this authorization, all applicable provisions in the Company's Tariff, as amended from time-to-time, become the agreement for Service between the Company and the Customer. The Company reserves the right, at any time, to require any Customer to present proof of identification to the Company as the Company may then deem acceptable. Acceptance or use of Service offered by the Company will be deemed an application for such Service and an agreement by the Customer to subscribe to, use, and pay for such Service in accordance with this Tariff. The Applicant must also establish credit satisfactory to the Company as provided in Section 2.7.3 of this Tariff.

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services (continued)

2.7.2 Application for Service

(A) Any Applicant for Service may be required to sign a subscription letter requesting the Company to furnish Service in accordance with rates, charges, and regulations as specified in this Tariff. The Customer must provide the following information when the Customer places an order for Service(s) so that the Company can design, install, maintain, and bill the Service ordered:

- .1 Customer's name and address for billing purposes;
- .2 contact name and telephone;
- .3 contact name, telephone number, and address at each of the premises where Service is to be installed;
- .4 type of Service;
- .5 requested service date;
- .6 length of term;
- .7 the category of and interface and signaling if required;
- .8 other information necessary for the Company to provide the Service to the Customer; and
- .9 a point of contact for inquiries, trouble reports, and security management involving the service configurations.

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services (continued)

2.7.2 Application for Service (continued)

- (B) The Customer may be required to execute written Service Orders or other documents relating to the Service, but Customer will be obligated under the terms of this Tariff even if such Service Orders or other documentation have not been executed.
- (C) In the event any provisions set forth in Service Orders conflict with the provisions set forth in this Tariff, the provisions set forth in this Tariff will prevail.

2.7.3 Establishment of Credit; Indebtedness; Toll Restriction

(A) Applicant

The Company reserves the right to require all Applicants to establish credit worthiness pursuant to Ohio Administrative Code 4901:1-17-03 and 4901:1-5-13(A) applicable to toll service providers. Upon receipt of the signed subscription letter or other authorization the Company deems appropriate, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services (continued)

2.7.3 Establishment of Credit; Indebtedness; Toll Restriction

(B) Customer

If the conditions of Service or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit in compliance with 4901:1-5-13 of the Ohio Administrative Code applicable to toll service providers. The Company reserves the right to examine the credit record and check the references of any Customer at any time. The Company may establish credit limits for new and existing Customers. Where a credit limit is established for a Customer, the Customer will be notified of the Customer's initial credit limit amount and any subsequent credit limit changes. Where a Customer becomes delinquent in payments, a new credit limit may be established that is lower than the Customer's initial credit limit. In the event a Customer's established credit limit is exceeded, or in the event a Customer becomes delinquent in the Customer's payments, the Company may implement its toll blocking process pursuant to Section 2.29 of this Tariff.

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services (continued)

2.7.3 Establishment of Credit; Indebtedness; Toll Restriction (continued)

(C) Indebtedness; Concurrent Indebtedness; Prior Indebtedness

Pursuant to Rule 4901:1-5-13 (A)(3)(d) and (c) of the Ohio Administrative Code applicable to toll service providers, the Company reserves the right to refuse Service to any Applicant who is indebted to the Company for Service(s) previously furnished until satisfactory payment arrangements have been made for all such indebtedness. The Company further reserves the right to refuse Service to any Applicant who is currently indebted to the Company for Service(s) on another Company account, until satisfactory payment arrangements have been made for all such indebtedness. Where a Customer subscribes to more than one active telephone account, and the Company suspends or terminates Service to one or more of the Customer's accounts for nonpayment, the Company may, at its option, initiate action for collection, including the action to suspend or terminate some or all of the other active Customer accounts, with notice as prescribed under Section 2.20 of this Tariff. The Company may also refuse Service to any Applicant attempting to establish Service for a former Customer who is indebted for previous Service(s), regardless of whether or not the previous Customer was furnished Service at the same location, until satisfactory payment arrangements have been made for payment of all such prior indebtedness. If Service is established and it is subsequently determined that any of the foregoing conditions of indebtedness exists, the Company may suspend or terminate such Service until satisfactory arrangements have been made for the payment of the prior indebtedness in compliance with the disconnect procedures of Rule 4901:1-5-17 of Ohio Administrative Code.

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Services (continued)

2.7.3 Establishment of Credit; Indebtedness; Toll Restriction (continued)

(C) Indebtedness; Concurrent Indebtedness; Prior Indebtedness

The Company reserves the right to discontinue granting any further credit to Customer in the event of Customer's repeated delinquency in payment for Services, fraudulent use, suspension or disconnection of Service, the Customer files for protection under the United States Bankruptcy Code, or any other material breach, where not prohibited by federal law, rule or regulation. In such event, the Company may, at its sole discretion, require the Customer to prepay for all future Services as thereafter directed by the Company.

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments

2.8.1 Customer Deposits

Any Applicant whose credit is not acceptable to the Company as provided in Section 2.7.3 of this Tariff may be required to make a deposit to be held by the Company as a guarantee of payment for Service provided under this Tariff. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held by the Company if the conditions of Service or the basis on which credit was originally established have materially changed. The Company will collect and administer toll deposits pursuant to 4901:1-5-13(B)(2)(a) "the individual service history method", 4901:1-5-14, 4901:1-17-05, 4901:1-17-06, and 4901:1-17-07 of the Ohio Administrative Code applicable to toll service providers. The deposit shall not exceed 230% of the estimate.

SECTION 2 - RULES AND REGULATIONS

2.8 Customer Deposits / Advance Payments (continued)

2.8.2 Advance Payments

The Company may require a Customer to make an advance payment for special construction before a specific service or facility is furnished. In general, the advance payment will not exceed an amount equal to the non-recurring charge(s) for special construction for the service or facility. The advance payment will be credited to the Customer's initial bill.

SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill

Bills for Data Services will comply with 4901:1-5-15 of Ohio Administrative Code applicable to toll service providers.

2.9.1 General

- (A) The Company uses cycle billing. The billing period is one (1) month. Except for fraud, charges may be assessed for unbilled Data Services charges up to two (2) years in arrears.
- (B) The Company utilizes direct billing by the Company or an authorized billing agent. The availability of the billing option is controlled by the Company not the Customer.
- (C) If a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bills in cash or the equivalent of cash. In the event the Company incurs fees or expenses, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- (D) In instances where the Company orders Dedicated Access as an agent for the Customer, the Company will become the customer-of-record with the Local Access Provider. The Company will bill the Customer on a pass-through basis.

SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.1 General (continued)

- (E) Credit Card billing and automatic withdrawal from the Customer's checking or savings account may be available. However, if a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bill in cash or the equivalent of cash. With Credit Card billing, charges for Services provided by the Company are billed on the Customer's designated and approved Credit Card. Should the Customer cancel or change their designated Credit Card for billing, the Customer shall promptly inform the Company and designate new information for billing. Charges for Service are billed monthly in accordance with terms and conditions between the Customer and the Customer's designated Credit Card company. Call detail will not be included in the Credit Card bill; call detail will be provided by the Company in a separate mailing.
- (F) Monthly recurring charges for Service components are billed in advance of Service and reflect the rates in effect as of the date of the invoice (e.g., bills generated in January will cover the month of February). A Customer's first invoice may contain charges from previous periods for Service provided from the date of installation through the current invoice period. An Applicant for Service may be required to pay in advance of the establishment of Service the applicable nonrecurring charges together with the fixed charges applicable for the first month. For Data Services, billing for MRCs will commence on Customer's due date.

SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.1 General (continued)

- (G) For the purpose of computing partial-month charges, a month is considered to consist of thirty days. If the Company has ordered Dedicated Access as an agent of the Customer, the Company will not cease billing the Special Access Surcharge until the Company receives the Exemption Certificate (as defined herein) from the Customer and the Local Access Provider acknowledges receipt of the Customer's Exemption Certificate.
- (H) Any Applicant for Service that was furnished Service under a former contract with the Company will pay or make satisfactory arrangements for paying any bill outstanding and unpaid for such Service, before any additional Service will be furnished.
- (I) In the event that the Company's ability to commence or to continue to provide Service in a timely manner is delayed or interrupted because of the non-performance by the Customer of any obligation set forth in this Tariff, the Customer will pay to the Company amounts equal to the monthly recurring charges which would have been paid had the Company been able to commence or to continue to provide Service.

SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.2 Direct Billing By Company And/Or Authorized Billing Agent

Bills are sent to the Customer's current billing address no later than thirty (30) days following the close of billing. Payment in full is due by the due date disclosed on the bill which is at least fourteen days after the post mark on the bill. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check made payable as named on the bill and sent to the address as listed on the bill. If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge on the delinquent amount. A late charge applies to any past due balance. The Company may charge a late charge of 1.5% per month. The one-time charge will apply on the undisputed amount or on the disputed amount if a dispute is resolved in the favor of the Company. Late payment charges will be applied without discrimination.

2.9.3 Automatic Withdrawal From Checking or Savings Account

If the Customer utilizes automatic withdrawal, the charges for Services provided by the Company are automatically debited to the Customer's designated checking account or savings account. Data Services billing detail will be provided by the Company in a separate mailing.

SECTION 2 - RULES AND REGULATIONS

2.9 Rendering Bill (continued)

2.9.4 Grace Period

For Data Services, billing for all MRCs will commence on Customer's due date. However, if a Customer is unable or not ready to accept Service within twenty-five (25) calendar days after the original Service due date, the Customer may cancel the Service Order and pay a Service Order Cancellation Charge. If the Customer does not cancel the Service Order or arrange for Service installation, the Company will commence billing on the original Service due date. If Service is cancelled by the Customer after billing commences but before Service installation, the Customer is liable for the TLC pursuant to Section 2.26.2 of this Tariff.

SECTION 2 - RULES AND REGULATIONS

2.10 Disputed Charges

- 2.10.1 The Company will not be required to consider any Customer claim for damages or statutory penalties, or adjustments, refunds, credits or cancellation of charges, unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages for the call giving rise to such dispute or claim.
- 2.10.2 Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. Such notice must be sent to the Company's Customer Care Department as per Section 2.11 of this Tariff. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Commission for review and disposition of the matter. The Commission may be reached at PUCO, Public Interest Center, 180 East Broad Street, Columbus, Ohio 43215 or via telephone at 1-800-686-7826.

SECTION 2 - RULES AND REGULATIONS

2.11 Customer Care Department

Customer correspondence must be addressed to the attention of the Customer Care Department and sent to the appropriate office. The Customer may also contact the Company's Customer Care Department by calling a toll free number. The Company's Customer Care address and toll free number are printed on the Customer's bill. For Customers using automatic withdrawal from the checking or savings account, the Company's Customer Care address and toll free number are provided with the Customer's Data Services billing detail.

SECTION 2 - RULES AND REGULATIONS

2.12 Service Installation

- 2.12.1 The Company will provide Service in accordance with the Customer's requested Service due date, subject to the constraints established by the Company's schedule of standard intervals for installation of Service. The Company will make available to all Customers, upon request, a schedule of applicable standard intervals. The schedule will specify the standard number of days required to provision a specific Service and the quantities of Service that can be provided by a requested date. The Company will not accept orders for Service with requested due dates which exceed the applicable standard interval due date by more than six (6) months.
- 2.12.2 If the Customer requests that installation be performed at hours of the day or days of the week other than normal work hours or days (8:00 am to but not including 5:00 pm Monday through Friday excluding holidays) or interrupts work once begun, additional labor charges apply as shown in Section 7.2 of this Tariff.
- 2.12.3 If the Company misses a Service due date by more than thirty-five (35) days and such delay is not requested or caused by the Customer (excluding those circumstances where the date is missed due to acts of God, governmental requirements, work stoppages and civil commotions), the Customer may cancel the Service Order without incurring cancellation charges.

SECTION 2 - RULES AND REGULATIONS

2.13 Service Maintenance

The Services provided under this Tariff will be maintained by the Company or a Company-designated representative. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any Company-Provided facilities, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

SECTION 2 - RULES AND REGULATIONS

2.14 Technical Standards

- 2.14.1 The technical standards described in this Tariff set forth objectives for the Company to follow. In no circumstance will these technical standards be construed as creating any warranty on the part of the Company, with the exception of those warranties expressly set forth in this Tariff.
- 2.14.2 Repair efforts will be undertaken upon notification of trouble by network surveillance and performance systems or by notification of trouble and release of all or part of the Service by the Customer for testing.
- 2.14.3 The Company calculates network availability on Customer action requests. The Customer must notify the Company's Customer Care Department or other location designated by the Company and initiate an action to request to determine if the Service variables were met.
- 2.14.4 Notwithstanding the foregoing, at the Company's option, the Company may provide a comparable transmission alternative, e.g. satellite transmission. Such alternative transmission will comply with the respective standards commonly used in the industry for such service.

SECTION 2 - RULES AND REGULATIONS

2.15 Interconnection

Subject to the technical limitations established by the Company, Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems. Any special interface equipment or facilities necessary to achieve compatibility between the Company-Provided equipment and facilities and those of other carriers will be provided at the Customer's expense.

Issued: May 5, 2005

Effective: May 9, 2005

Issued under authority of the Public Utilities Commission of Ohio
Case No. 04-1883-TP-ATR.

By John di Bene, Vice President, General Counsel and Secretary

SECTION 2 - RULES AND REGULATIONS

2.16 Application of Rates and Charges

2.16.1 Application of Base Rate Charges

For rules and regulations regarding the application of charges for Private Line Service, see Section 3.5 of this Tariff. For rules and regulations regarding the application of charges for Frame Relay Service, see Section 5.2.4 of this Tariff.

2.16.2 Application of Ancillary/Administrative Charges

(A) Installation Charge

- .1 A non-recurring installation charge applies to each new Service provided by the Company. Installation charges may also apply to existing Service(s) moved to a new location at the Customer's request and changes in Service when re-engineering is required. The charges specified in this Tariff do not contemplate installation, maintenance or repair work being performed at a time when overtime wages apply as a result of the Customer, Authorized User or Joint User requests, nor do they contemplate work once begun being interrupted by the Customer, Authorized User or Joint User. Installation charges vary by type of Service.

SECTION 2 - RULES AND REGULATIONS

2.16 Application of Rates and Charges (continued)

2.16.2 Application of Ancillary/Administrative Charges (continued)

(B) Service Order Change Charge

- .1 A change order is a request by the Customer to add, change or rearrange a portion of Service. Unless otherwise indicated in this Tariff, the Service Order Change Charge applies when a Customer requests an add, change or rearrangement of Service before installation, and the request requires engineering redesign. Without charge, the Customer may make any change in the information contained in a Service Order for up to and including three (3) business days following the Customer Commitment Date. However, if the Customer notifies the Company more than three (3) days following the Customer Commitment Date and requests to change information on the Service Order that requires the redesign of the Service, the Customer will be billed a Service Order Change Charge.
- .2 Administrative changes such as change of name, billing address or telephone number are considered a record change rather than a change order. A Service Order Change Charge does not apply for record changes.

SECTION 2 - RULES AND REGULATIONS

2.16 Application of Rates and Charges (continued)

2.16.2 Application of Ancillary/Administrative Charges (continued)

(B) Service Order Change Charge (continued)

.3 If the only change the Customer requests to a Service Order is to change the requested Service due date to a date sooner than the standard interval due date for that type of Service offering, an Order Expedite Charge as described in Section 7.3 of this Tariff applies in lieu of the Service Order Change Charge.

.4 Change In Service Before Installation and Acceptance By Customer

If the Customer requests a change in Service to upgrade the Bandwidth to a higher Bandwidth, the request is processed as a change order.

.a If the Customer requests a change to upgrade the Bandwidth of a Data Service to a higher Bandwidth and the length of the term plan is at least equal to the length of the original term plan agreement, the Service Order Change Charge does not apply. The Customer is responsible to the Company for all costs incurred on behalf of the Customer, including costs incurred as an agent for the customer, for the original Bandwidth ordered. The installation charges for the higher Bandwidth apply.

SECTION 2 - RULES AND REGULATIONS

2.16 Application of Rates and Charges (continued)

2.16.2 Application of Ancillary/Administrative Charges (continued)

(B) Service Order Change Charge (continued)

.4 Change In Service Before Installation and Acceptance By Customer
(continued)

- .b If the Customer requests a change to upgrade the Bandwidth of a Data Service to a higher Bandwidth and the length of the term plan is not at least equal to the length of the original term plan, the Service Order Change Charge does apply. The Customer is responsible to the Company for all costs incurred on behalf of the Customer, including costs incurred as an agent for the customer, for the original Bandwidth ordered. The installation charges for the higher Bandwidth apply.

SECTION 2 - RULES AND REGULATIONS

2.16 Application of Rates and Charges (continued)

2.16.2 Application of Ancillary/Administrative Charges (continued)

(C) Service Order Cancellation Charge

.1 With Term Plan Commitment

Without charge, the Customer may cancel a Service Order for up to and including three (3) business days following the Customer Commitment Date. If the Customer cancels Service more than three (3) business days after the Customer Commitment Date but before monthly recurring charges begin, a Service Order Cancellation Charge applies. The Service Order Cancellation Charge is per Service.

.2 Without Term Plan Commitment

When a Customer cancels an application for Service prior to the start of Service or prior to any special construction, no charges will be imposed except as follows: the Company has notified a Customer or a prospective Customer of the possibility that special expenses may be incurred in connection with provisioning the Customer's Service, and the Company incurs such expenses. Expenses could include special construction or where special arrangements of facilities or equipment have begun before the Company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.

SECTION 2 - RULES AND REGULATIONS

2.16 Application of Rates and Charges (continued)

2.16.2 Application of Ancillary/Administrative Charges (continued)

(D) FRS Configuration Change Charge

If the Customer requests to change the physical location of at least one end of a Circuit, the Configuration Change Charge applies.

(E) FRS Port Order Change Charge

If a Customer requests to increase or decrease the UNI or Access Gateway/NNI Port speed, the FRS Port Order Change Charge applies.

(F) PVC Change Order Charge

If a Customer requests to increase or decrease the PVC speed, the PVC Change Order Charge applies.

SECTION 2 - RULES AND REGULATIONS

2.16 Application of Rates and Charges (continued)

2.16.3 Application of Additional Labor Charges

Additional labor charges will apply when the Customer requests the following:

- (A) installation or Circuit changes during non-business hours or under unusual circumstances; or
- (B) a Company-designated technician at the Customer's Premises or trouble that results from problems in the Customer's equipment; or
- (C) the provision of engineering design or other activities which are not normally provided as part of the design and installation of Service; or
- (D) expedited Service Orders.

The Customer will be billed for non-standard installation, maintenance, and engineering provided by Company or Company-designated personnel at the rates shown in Section 7.2 of this Tariff. The Customer will be billed for a minimum of one (1) hour for each occurrence. For all time in excess of the one (1) hour minimum, the Customer will be billed in increments of fifteen (15) minutes. Any fraction of a fifteen (15) minute period will be rounded to next fifteen (15) minute increment.

SECTION 2 - RULES AND REGULATIONS

2.16 Application of Rates and Charges (continued)

2.16.4 Application of Local Access Charges

- (A) If requested by the Customer, the Company will act as the Customer's agent for obtaining the required Local Access. Third party Local Access facilities are offered at a pass through rate equal to the price at which those services are provided to Company by the Local Access Provider. The rates and charges of the Local Access Provider apply for all Local Access facilities used in conjunction with the Company's Service(s).
- (B) The Company will act as the Customer's agent for payment of Local Access charges to the Local Access Provider.
- (C) If requested by the Customer, the Company will act as the Customer's agent for ordering and coordinating installation, re-arrangement or removal of Local Access facilities. Where Company acts as the Customer's agent for payment of Local Access charges, the Company will also pass along to the Customer Local Access Provider charges associated with the Customer's request order.
- (D) Subject to the availability of personnel, Company may perform other operational functions related to administration and maintenance of Local Access facilities. Such functions will be provided at non-standard installation, maintenance and engineering rates contained in this Tariff.

SECTION 2 - RULES AND REGULATIONS

2.17 Reserve for future use

Issued: May 5, 2005

Effective: May 9, 2005

Issued under authority of the Public Utilities Commission of Ohio

Case No. 04-1883-TP-ATR.

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SECTION 2 - RULES AND REGULATIONS

2.18 Credits For Service Outages

2.18.1 No credits or refunds for interruptions of Service will be made for:

- (A) interruptions caused by the negligence (including the provision of inaccurate information) or willful misconduct of the Customer, its Authorized Users or its End User;
- (B) interruptions during any period which the Company or its agents are not afforded access to any Customer Premises where Service is originated or terminated;
- (C) interruptions during any period when the Customer has released the Service to the Company for maintenance or rearrangement purposes, or for the implementation of a Customer's Service Order;
- (D) interruptions during periods when the Customer elects not to release the Service for testing or repair and continues to use the Service on an impaired basis;
- (E) interruptions not reported to the Company;
- (F) Interruptions caused by outages or failures of Local Access provided by a Local Access Provider;
- (G) Failure of power, facilities, equipment, systems, or connections not provided by Company or an Company-designated Third Party Vendor;

SECTION 2 - RULES AND REGULATIONS

2.18 Credits For Service Outages (continued)

2.18.1 (continued)

(H) A result of scheduled maintenance or testing or troubleshooting;

(I) Any cause beyond Company's control.

2.18.2 Credit allowances for interruptions of Data Service(s) shall be made upon Customer request. Following the start of Service date, if Customer reports an interruption in Service to Company's Customer Care Department or other location designated by Company, Customer shall receive credit(s) applicable to the Service directly affected. An interruption ends when the Service is restored. Interruptions shall be accumulated to the nearest half-hour period. Each interruption is considered separately for the purpose of establishing the credit allowance. A credit for Service Outages is Customer's sole and exclusive remedy for any interruption in Service. The credit for a billing period shall not exceed the monthly rate for the affected rate element.

SECTION 2 - RULES AND REGULATIONS

2.18 Credits For Service Outages (continued)

- 2.18.3 Notice of interruption should be reported by the Customer to the Company's Customer Care Department or other location designated by the Company. An interruption ends when the Service is restored. If the Customer reports the Service to be inoperative but declines to release it for testing and repair, the Service will be deemed to be impaired, but not subject to an interruption nor corresponding credit as provided in Section 2.18.2 of this Tariff. For specific detail regarding out-of-service credits for Private Line Service, see Sections 3.2 of this Tariff. For specific details regarding out-of-service credits for Specialized Communications Services, see Section 5.6 of this Tariff.
- 2.18.4 If the Customer elects to use another means of transmission during the period of interruption, the Customer is solely responsible for payment of the charges and for the alternate transmission service used.
- 2.18.5 The credit provided in Section 2.18.2 of this Tariff is the Customer's sole and exclusive remedy for any interruption in Service.
- 2.18.6 The Services provided under this Tariff will be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the Services in satisfactory operating condition. Tests and adjustment will be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

SECTION 2 - RULES AND REGULATIONS

2.19 Cancellation of Service By Customer

2.19.1 Cancellation of an Existing Service

- (A) Following the start of service date, the Customer must provide the Company thirty-five (35) days advance written notice to cancel Service. If the requested disconnect date is less than thirty-five (35) days from the date the Company receives the Customer's request to cancel Service, the Company will attempt to disconnect the Service on the date requested by the Customer. However if required, the Company may take up to thirty-five (35) days to complete the disconnect. If Service is disconnected prior to the 35th day following receipt of the Customer's request to cancel Service, the cancellation date of the Service, for billing purposes, will be the 35th day from the receipt of the written cancellation notice. In addition to the TLC described in Section 2.26.2 of this Tariff, the Customer will be responsible for all monthly recurring charges for thirty-five (35) days from the date written notification is received by the Company from the Customer.
- (B) If the Company's failure of performance is thirty-five (35) days or less, Service will not be subject to cancellation by the Customer. Rather, an appropriate percentage of charges for the directly affected Service will be abated for such Service interruption. If the Company's failure of performance is for more than thirty-five (35) days, then the directly affected Service may be canceled by either the Company or the Customer without liability other than the Customer's liability for payment for said Service provided prior to cancellation.

SECTION 2 - RULES AND REGULATIONS

2.19 Cancellation of Service By Customer (continued)

2.19.2 Customer Cancels An Order For Special Facilities or Dedicated Access Arrangements Before Service Begins{tc \12 "2.19.2 Customer Cancels An Order For Special Facilities or Dedicated Access Arrangements Before Service Begins}

If a Customer (1) orders Service requiring special facilities dedicated to the Customer's use or requests that the Company order Dedicated Access arrangements as an agent of the Customer and (2) subsequently cancels its order before Service begins, before completion of the minimum Service period or before completion of some other period mutually agreed upon by the Customer and the Company, the Customer is responsible for all costs incurred expressly on behalf of the Customer by the Company including those costs the Company incurred as an agent of the Customer. If special construction has either begun or has been completed, but Service has not been provided at the time the Customer cancels Service, the Customer is responsible for all construction costs incurred by the Company on the Customer's behalf.

If the Customer cancels a Service Order prior to Service installation and Customer acceptance of Service, a Service order Cancellation charge may apply. See Section 2.16.2 (C) of this Tariff.

SECTION 2 - RULES AND REGULATIONS

2.20 Termination of Service By Company{tc \1 "2.20 Termination of Service By Company}

- 2.20.1 Pursuant to Section 4901:1-5-17 of the Ohio Administrative Code, the Company may terminate Service to the Customer upon seven (7) days' written notice to the Customer for any condition listed in Section 2.2.6 of this Tariff. To the extent it applies to disconnect for non-payment, the termination of Service will be no sooner than fourteen (14) days from the due date of the Customer's bill. If the Company delivers the notice to the Customer's Premises, it will be left in a conspicuous place. When notice is mailed, the notice will be addressed to the Customer's last known billing address and mailed first class or express overnight delivery. The selection of the method of delivery of the notice is made by the Company. The written notice will be postmarked at least seven (7) days prior to the date of the disconnection of Service. The disconnection notice will conform to 4901:1-5-17(L) of the Ohio Administrative Code applicable to toll service providers.
- 2.20.2 The termination of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.
- 2.20.3 The Company will disconnect Service during its normal business hours; however, no disconnection will be made after 12:30 p.m. on the day preceding a day that all services necessary for reconnection are not available.
- 2.20.4 The Company's procedures for disconnection of Service for nonpayment of bill may be found in 4901:1-5-17(K) of Ohio Administrative Code.

SECTION 2 - RULES AND REGULATIONS

2.21 Restoration of Services

The use and restoration of Services in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Federal Communications Commission.

2.22 Terminal Equipment{tc \1 "2.22 Terminal Equipment}

Services may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems such as a CSU/DSU, router, or other network termination equipment. Such terminal equipment will be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at the Customer's Premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Service. When such terminal equipment is used, the equipment will comply with applicable rules and regulations of the Federal Communications Commission, including but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.

2.23 Company-Provided Equipment

The Company or Third Party Vendor may substitute, change or rearrange any equipment or facility at any time but will endeavor to maintain the technical parameters of the Service provided the Customer. In the event that technical parameters change as a result of the Company's actions, the Company will provide the Customer with twenty-five (25) days notice prior to such change.

SECTION 2 - RULES AND REGULATIONS

2.24 Systems Security

2.24.1 If Customer is permitted access to Company's computer systems and data (hereinafter "Systems") for purposes of managing and maintaining Customer's telecommunications system, Customer agrees:

- (A) To access Company's Systems only to the extent required by and incident to the administration and management of Customer's telecommunications system.
- (B) Customer may not disclose or use information learned as a consequence of access to Company's Systems, except as may be directly required to ensure the proper operation of Customer's telecommunications system. Customer must take all reasonable precautions to prevent any other person or entity not having a need to know from acquiring such information.
- (C) Customer shall not in any manner or form disclose, provide, or otherwise make available, in whole or in part, these Systems, any related materials, or any other confidential materials, except to those who have a need to know incident to the operation of Customer's telecommunications system. These Systems remain the property of Company and may not be copied, reproduced, or otherwise disseminated without the prior written permission of Company.
- (D) Customer shall take all reasonable precautions to maintain the confidentiality of the Systems.

SECTION 2 - RULES AND REGULATIONS

2.25 Notices

Any notices provided by Company pursuant to this Tariff are deemed given and effective upon the earlier of (a) actual receipt by Customer or (b) three days after mailing if sent by mail, the day after express overnight delivery, or the day the notice is left at the Customer's Premises.

Issued: May 5, 2005

Effective: May 9, 2005

Issued under authority of the Public Utilities Commission of Ohio

Case No. 04-1883-TP-ATR.

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SECTION 2 - RULES AND REGULATIONS

2.26 Term Plan Agreements

2.26.1 General

For Data Service, the Company provides term plans or service commitment periods. The term plan allows the Customer to order Service at rates commensurate with the length of the term. If rates increase during the term, the rates of the term plan agreement will not be affected during the term of the agreement. If rates decrease during the term, the new rate, if it is lower, would automatically apply to the remainder of the fixed term.

SECTION 2 - RULES AND REGULATIONS

2.26 Term Plan Agreements (continued)

2.26.2 Cancellation of Term Plan Agreement

When the Customer cancels a term plan agreement for Service after installation of Service, the Company will cancel the Customer's Service within thirty-five (35) days of the date the Company receives the Customer's written request to cancel Service. If the Customer cancels Service after installation of Service but before the expiration date of the term plan agreement, a TLC applies. The TLC will be calculated as follows:

- For Private Line Services:
 - 100% of any waived non-recurring charges, credits, and rebates plus
 - 50% of the remaining revenue stream for Private Line Service whose term plan is being cancelled prior to the expiration date of the term plan agreement.
- For all other Data Services:
 - 100% of any waived non-recurring charges, credits, and rebates plus
 - 50% of the remaining revenue stream for the Data Services whose term plan is being cancelled prior to the expiration date of the term plan agreement.

SECTION 2 - RULES AND REGULATIONS

2.26 Term Plan Agreements (continued)

2.26.3 Change in Term Plan Agreement

- (A) Change of Service involving a change in term plan agreement may result in a TLC.
- (B) A Customer will not be charged for discontinuing Service under a term plan agreement if the Customer selects and commits to a new term plan for the same Circuit with a longer term. The change in rates will be effective at the start of the next billing cycle following the Company's completion of the processing of the Customer's request.
- (C) The Customer may upgrade Service, either Bandwidth or term, when conditions are met, at the same premises without incurring TLCs provided that a term rate plan is of equivalent or longer period and the Bandwidth is of equivalent or greater Bandwidth.

SECTION 2 - RULES AND REGULATIONS

2.26 Term Plan Agreements (continued)

2.26.3 Change in Term Plan Agreement (continued)

- (D) If the Customer discontinues Service under a term plan agreement and if the Customer selects and commits to a new term plan agreement with a shorter term for the same Circuit, the Customer must pay the TLC. For Private Line Service, the TLC is equal to the difference in the number of months remaining in the old term plan agreement minus the number of months commitment in the new term plan agreement times 50% of the revenue stream for the Private Service whose term plan is being changed. For all other Data Services, the TLC is equal to the difference in the number of months remaining in the old term plan agreement minus the number of months commitment in the new term plan agreement times 50% of the revenue stream for the Private Service whose term plan is being changed. The change in rates will be effective at the start of the next billing cycle following the completion of the processing of the Customer's request.

SECTION 2 - RULES AND REGULATIONS

2.26 Term Plan Agreements (continued)

2.26.4 Expiration of a Term Plan Agreement

If the Company wishes to cancel a term plan agreement, the Company will provide the Customer sixty (60) days written notice prior to the expiration date of the term plan agreement of the Company's intent to cancel Service upon the expiration date of the term plan agreement.

At the end of the term plan agreement, the Customer may order a new term plan, terminate Service, or if no choice is made, continue Service on the current rate for a grace period not to exceed six months.

- If prior to the expiration date of a Customer's term plan agreement the Customer fails to give the Company thirty-five (35) days written notice of the Customer's intent to cancel Service on the expiration date of the term plan agreement, the term plan agreement will be automatically extended for up to six months beyond the expiration date of the original term plan agreement.
- If at the end of the six months grace period, the Customer does not notify the Company of its intent to cancel Service or if the Customer does not sign a new term plan agreement, Service will continue on an out of term basis, which is 20% higher than the contracted monthly recurring charges, subject to any future rate change. The rate increase will be effective after the expiration of the grace period.

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SECTION 2 - RULES AND REGULATIONS

2.27 Changes to Rates and Charges

In accordance with Commission rules, the Company may adjust its current rates and charges for Service(s) by filing revised Tariff pages with the Commission.

2.28 Return Check Charge

When another telecommunications carrier provides the billing function on behalf of the Company, the other carrier's bad check charge applies. Otherwise, the Company will assess the Customer a return check charge for any check that is returned for any reason by the financial institution on which it is drawn. The Company will waive this charge under appropriate circumstances. The maximum rate for the return check charge is \$45.

SECTION 2 - RULES AND REGULATIONS

2.29 Toll Blocking Process

2.29.1 The Company may cause to have blocked, access to all toll services for nonpayment of regulated toll charges, so long as the blocked Customer is not denied the right to select, through a presubscribed interexchange change (PIC) mechanism, any other 1+ presubscribed toll service provider who is obligated to provide service under the terms of the Selective Access Policy. Pursuant to that process, the Company may place a restriction on or discontinue Customer's use of intrastate long distance services, including calling card use, 1+, 0+, and all 900/976/700/500 calls until the Customer makes payment arrangements satisfactory to the Company. Access to local calling, operator assisted calls, emergency services (9-1-1), calls placed via a toll free number (800, 877, 888 or other area code assignments as appropriate) will not be affected. In the event that toll access is restricted or blocked pursuant to the foregoing, Customers attempting to access restricted services will be automatically routed to either a recorded announcement or a service representative for information regarding restoration of service.

SECTION 2 - RULES AND REGULATIONS

2.29 Toll Blocking Process (continued)

2.29.2 Under the terms of the Selective Access Policy, the Company may not deny establishment of 1+ presubscribe toll service on the grounds that the Customer has failed to establish creditworthiness, if:

- (A) the Customer is able to establish creditworthiness as found in Section 2.7.2 of this Tariff; or
- (B) the Company, exercising its own discretion, does not require the Customer to establish creditworthiness (through any of the means available for doing so under the Commission's rules); or
- (C) the Company attempts to require the Customer to establish creditworthiness using credit establishment procedures which do not comPort with the Commission's credit establishment policies and/or are not set forth within a Commission approved tariff.

SECTION 2 - RULES AND REGULATIONS

2.29 Toll Blocking Process (continued)

- 2.29.3 When a prospective Customer, who has previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select the Company as his or her 1+ carrier of choice, the Company may, subject to our tariffed toll deposit policies and the Commission's rules on establishment of service (see Rules 4901:1-5-13 and 4901:1-5-14, Ohio Administrative Code applicable to toll service providers), require a deposit for toll service.
- 2.29.4 The Company may furnish credit information, acquired from the Company's own experiences with the Customer, to consumer reporting agencies within the meaning of the Federal Fair Credit Reporting Act. The Company will follow all requirements that consumer reporting agencies must follow in issuing credit reports within the meaning of the Federal Fair Credit Reporting Act.
- 2.29.5 Upon payment by the Customer of all past due toll debt to the Company, the Company the toll blocking restriction will be lifted and Service restored.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES¹

3.1 Technical Standards for Private Line Services

Effective May 1, 2006, SBC Long Distance Private Line offered in Sections 3 and 4 of this Tariff will be limited to existing Customers and will no longer be available to new Customers. Current Private Line Customers may maintain their existing Service arrangement until their contract expires unless the Customer chooses to convert to a new "like" Service with another long distance Affiliate of Company.

After May 1, 2006, moves or changes will be permitted on the Service according to the Customer's contract, provided the change is not treated as a "disconnect and a new order" as described in Sections 3.5.3.(C).2 and 3.5.3.(C).4 of this Tariff. Rates, terms, conditions and charges under existing term plan agreements will remain the same throughout the current term of Customer's agreement. At the end of the Customer's current term plan agreement, Customer may continue to maintain its existing Service arrangement on a monthly basis, at the Out of Term rate, or migrate to a Service offered by another long distance Affiliate of Company. No moves (reconfiguration) to the existing Service arrangement will be permitted after the current term plan agreement expires. No new term plan renewals will be permitted. If Service is migrated to a service offered by another long distance Affiliate of Company prior to expiration of the Customer's current term plan agreement, Termination Liability Charges may apply as per Section 2.26 of this Tariff, unless otherwise specified.

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3.1.1 General

Private Line Service is offered at speeds as described in Section 3 of this Tariff. The following technical standards for Private Line Services set forth objectives for the Company to follow. These technical standards do not create any warranties on the part of the Company unless expressly set forth in this Tariff. The technical standard represents the interface specification and performance parameters.

3.1.2 Interconnection Specifications

(A) DS1 Service

DS1 Service is provided in accordance with ANSI Standard T1.102 (formerly AT&T Compatibility Bulletin 119); T1.107 Digital Hierarchy-Formats Specifications; T1.403, DS1 Metallic Interface; and TR-NWT-000499, TransPort Systems Generic Requirements; Common Requirements, Issue 4, Bellcore.

¹ This Service is no longer available to new Customers effective May 1, 2006.

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES¹

C

3.1 Technical Standards for Private Line Services (continued)

3.1.2 Interconnection Specifications (continued)

(B) DS3 Service

DS3 Service is provided in accordance with ANSI Standard T1.102 (formerly AT&T Compatibility Bulletin 119); T1.107 Digital Hierarchy-Formats Specifications; T1.404, DS3 Metallic Interface; and TR-NWT-000499, TransPort Systems Generic Requirements: Common Requirements, Issue 4, Bellcore.

(C) OC3 Service

OC3/OC3c Service is provided in accordance with ANSI Standard T1.105 Telecommunications Digital Hierarchy Optical Interface Rates and Formats Specifications; TR-NWT-000499, TransPort Systems Generic Requirements: Common Requirements, Issue 4, Bellcore; and GR-253-CORE, Synchronous Optical Network (SONET) TransPort Systems; Common Generic Criteria, Issue 1, Bellcore.

OC3 Service is configured with three (3) separate STS-1 signaling paths, while OC3c Service is configured as one (1) STS-3c signaling path. (An STS-3c contains three concatenated STS-1 signaling paths, which results in a clear Channel payload of approximately 155 Mbps.)

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¹ This Service is no longer available to new Customers effective May 1, 2006.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES¹

C

3.1 Technical Standards for Private Line Services (continued)

3.1.2 Interconnection Specifications (continued)

(D) OC12 Service

OC12/OC12c Service is provided in accordance with ANSI Standard T1.105 Telecommunications Digital Hierarchy Optical Interface Rates and Formats Specifications; TR-NWT-000499, TransPort Systems Generic Requirements: Common Requirements, Issue 4, Bellcore; and GR-253-CORE, Synchronous Optical Network (SONET) TransPort Systems; Common Generic Criteria, Issue 1, Bellcore.

OC12 Service is configured with four (4) separate STS-3 signaling paths, while OC12c Service is configured as one (1) STS-12c signaling path. (An STS-12c contains four (4) concatenated STS-3 signaling paths, which results in a clear channel payload of approximately 622 Mbps.)

(E) OC48 Service

OC48/OC48c Service is provided in accordance with ANSI Standard T1.105 Telecommunications Digital Hierarchy Optical Interface Rates and Formats Specifications; TR-NWT-000499, Transport Systems Generic Requirements: Common Requirements, Issue 4, Bellcore; and GR-253-CORE, Synchronous Optical Network (SONET) Transport Systems; Common Generic Criteria, Issue 1, Bellcore. OC48 Service is configured with four (4) separate STS-12 signaling paths while OC48c Service is configured as one (1) STS-48c signaling path. (An STS-48c contains four (4) concatenated STS-12 signaling paths, which results in a clear channel payload of approximately 2.488 Gbps.

¹ This Service is no longer available to new Customers effective May 1, 2006.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES¹

C

3.1 Technical Standards for Private Line Services (continued)

3.1.3 Baseline Technical Performance Objectives

(A) General

Objectives for DS1, DS3, OC3, OC12, and OC48 Service apply to the end-to-end Private Line Service where the Company acts as the agent for the provision of Local Access and exclude non-performance due to the circumstances listed in Section 2.18.1 of this Tariff or planned interruption for necessary maintenance purposes. When a Customer orders its own Local Access, then the objectives in this Tariff apply only to the Company-Provided components of the Circuit. Interexchange Service standards apply on a one-way basis between the originating and terminating Company-designated POP. The actual end to end (CPNIP to CPNIP) service availability and performance of the DS1, DS3, OC3, OC12, and OC48 will be combined function of the Local Access service and interexchange Service specifications. The actual end to end (CPNIP to CPNIP) service availability and performance of the DS1, DS3, OC3, OC12, and OC48 is a function of both services specified and may be affected by the type and quality of Customer-provided equipment, the application of service, and exogenous factors.

¹ This Service is no longer available to new Customers effective May 1, 2006.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES¹

C

3.1 Technical Standards for Private Line Services (continued)

3.1.3 Baseline Technical Performance Objectives (continued)

(A) General (continued)

A Service is interrupted (and may be eligible for claim) when it becomes unusable to the Customer due to lack of continuity. A Service interruption may be eligible for an out-of-service credit if the failure is (1) in the Company-Provided facilities or (2) in Local Access facilities where the Company acts as the Customer's agent for the provision of Local Access, and the reason for the failure is determined to have been caused by the Company or Third Party Vendor providing the facilities or access.

An interruption period starts when inoperative service is reported to the Company and is released for testing and repair. An interruption period ends when Service is operative and released to the Customer. Out-of-service credit allowance is available to the Customer for interrupted service.

¹ This Service is no longer available to new Customers effective May 1, 2006.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES¹

C

3.1 Technical Standards for Private Line Services (continued)

3.1.3 Baseline Technical Performance Objectives (continued)

(B) Availability

Availability or network availability is the measurement of the percent (%) of total time the Service is operative when measured over a monthly period. The performance objective for all Private Line Services is 99.999% at the network layer. The Service is considered non-available when the Customer reports the Service interruption to the Company and releases the circuit for testing. Network availability is not eligible for out-of-service credits but instead will be issued on a per incident basis per Section 3.2.4 of this Tariff.

(C) % Error Free Seconds, While Available

% EFS is measured at a point in time after the Customer has reported an issue to the Company. % EFS will be measured over a 24 hour time period agreed to by the Customer and Company. The performance objective for all Private Line Services is 99.9%. % EFS is not eligible for out-of-service credits. If the testing results in the % EFS not meeting the stated objective and this condition is impacting Customer applications, the Customer has the option of releasing the circuit to the Company for testing.

¹ This Service is no longer available to new Customers effective May 1, 2006.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES¹

C

3.1 Technical Standards for Private Line Services (continued)

3.1.3 Baseline Technical Performance Objectives (continued)

(D) MTTR

MTTR is measured in terms of hours or time from the time the Service was released for test and repair to operability within accepted thresholds.

MTTR is the average time to restore Service. A Circuit will be accepted if all test results meet or are within the acceptance limits. The failed test will be repeated.

The MTTR parameter is an outage measurement cumulative on a monthly basis. The MTTR objective is four (4) hours. MTTR is not eligible for out-of-service credits but instead will be issued on a per incident basis per Section 3.2.4 of this Tariff.

¹ This Service is no longer available to new Customers effective May 1, 2006.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES¹

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3.2 Out-of-Service Credits

3.2.1 General

- (A) Following the start of service date, if a Customer reports interruption of Service the Customer may initiate a claim for an out-of-service credit.
- (B) Unless the Customer has cancelled Service, the credit will be accomplished by a credit on a subsequent bill for Service. The service level credits will appear on the Customer's bill no later than the two (2) billing cycles following the restoral of the interruption of Service. If the Customer has cancelled Service, the credit will be applied to the last invoice. Any excess over the amount due will be refunded to the Customer.
- (C) In any given billing month, the total amount of out-of-service credits cannot exceed 100% of the applicable monthly recurring charge(s) per affected Service.
- (D) For Private Line Service, the Company does not provide echo suppression. Voice transmission quality parameters are not necessarily coincident with data performance standards.

¹ This Service is no longer available to new Customers effective May 1, 2006.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES¹

C

3.2 Out-of-Service Credits (continued)

3.2.2 Interruption of Service

- (A) An out-of-service credit allowance is available to a Customer for interrupted Service. Service is interrupted (and may be eligible for claim) when it becomes unusable to the Customer because of a failure in Company-Provided facilities, a failure in Local Access facilities where the Company acts as the Customer's agent for provisioning the Local Access, or if the protective controls applied by the Company result in the complete loss of Service by the Customer.

An interruption period starts when inoperative Service is reported to the Company, and the Service is released to the Company or Company-designated Third Party Vendor for testing and repair. An interruption period ends when Service is operative and released to the Customer, and the Customer has accepted Service. If the Customer cannot be contacted for notification that the Service is operative, the trouble will be cleared awaiting contact with the Customer to verify Service is operative. The outage time for service credit calculations will not include this time.

Regardless of the number of Service interruptions within a billing period, credits for interrupted Service will not exceed 100% of the monthly rates of the affected Service that the Customer would have otherwise paid.

¹ This Service is no longer available to new Customers effective May 1, 2006.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES¹

C

3.2 Out-of-Service Credits (continued)

3.2.2 Interruption of Service (continued)

- (B) An out-of-service credit will not be given to a Customer if the interruption in Service is due to the negligence of the Customer or exogenous factors (outside the Company's or Third Party Vendor's control).
- (C) In order to permit the Company to make tests and adjustments appropriate for the maintenance of services within satisfactory operating parameters, Private Line Services provided herein will be available to the Company at times mutually agreed upon between the Company and the Customer. Tests and adjustments will be completed within a reasonable time. No out-of-service credit will be allowed for any interruptions involved during such tests and adjustments, or if the Customer does not release the Circuit to the Company.
- (D) The allowance for the period of interruption per affected Service is defined in Section 3.2.4 of this Tariff.
- (E) Outages must be determined by the Company to be in Company-Provided facilities or Local Access facilities where the Company acts as the Customer's agent for provisioning the Local Access.

¹ This Service is no longer available to new Customers effective May 1, 2006.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES¹

C

3.2 Out-of-Service Credits (continued)

3.2.3 Reserved For Future Use

3.2.4 Service Specific Credit Allowances

(A) DS1 Service

For DS1 Service, the credit allowance is equal to 1/1440 of all applicable billed elements of the affected Service for each (and Portion of) half hour, not to exceed the full monthly recurring charges. No credit will be allowed for an interruption of less than two (2) hours.

(B) DS3 Service

For DS3 Service, the credit allowance is equal to 1/30 of all applicable billed elements of the affected Service for each (and Portion of) half hour, not to exceed the full monthly recurring charges. No credit will be allowed for an interruption of less than two (2) hours.

¹ This Service is no longer available to new Customers effective May 1, 2006.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES¹

C

3.2 Out-of-Service Credits (continued)

3.2.4 Service Specific Credit Allowances (continued)

(C) OC3 Service

Credit(s) for an interruption of less than two (2) hours or the initial two (2) hours will be limited to 1/30 of all applicable billed elements of the affected Service. For interruptions of greater than two (2) hours, the credit allowance is equal to 1/4 of all applicable billed elements of the affected Service for each (and Portion of) half hour, not to exceed the full monthly recurring charges.

(D) OC12 Service

Credit(s) for an interruption of less than two (2) hours or the initial two (2) hours will be limited to 1/30 of all applicable billed elements of the affected service. For interruptions of greater than two (2) hours, the credit allowance is equal to 1/4 of all applicable billed elements of the affected service for each (and Portion of) half hour, not to exceed the full monthly recurring charges.

(E) OC48 Service

Credit(s) for an interruption of less than two (2) hours or the initial two (2) hours will be limited to 1/30 of all applicable billed elements of the affected Service. For interruptions of greater than two (2) hours, the credit allowance is equal to 1/4 of all applicable billed elements of the affected Service for each (and portion of) half hour, not to exceed the full monthly recurring charges.

¹ This Service is no longer available to new Customers effective May 1, 2006.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES¹

C

3.2 Out-of-Service Credits (continued)

3.2.4 Service Specific Credit Allowances (continued)

(F) Miscellaneous Installation Service Credits

An installation service credit equal to 20% of the installation charge will be granted for each day missed if the Company fails to meet the service order due date without cause or notice of mutual consent with the Customer. Credits are not to exceed the full non-recurring or installation charges. An exception to an installation service credit is service orders with an expedite status, where the requested due date is missed but the normal due date interval is met. Expedites are met on "a best effort" basis. Order expedite charges apply when a Customer requests a circuit due date that is earlier than the standard provisioning interval.

(G) Additional Labor Charge Credit

If the date and time for an event which triggers additional labor charges is missed without cause or notice of mutual consent of the Customer, then additional labor charges for the event will not be charged. If these additional labor charges were charged in advance, they will be credited on the Customer's next months' bill.

(H) Special Construction

There are no credits for special construction or other incurred non-recoverable costs.

¹ This Service is no longer available to new Customers effective May 1, 2006.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES¹

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3.3 Mileage Measurements

3.3.1 The rate mileage for the IOC on a two-point Private Line Service is the airline distance measured between the Customer serving Wire Centers associated with each end of the Circuit.

3.3.2 Calculation of IOC Channel mileage between Serving Wire Centers is based on V and H coordinates as obtained by reference to National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4. The Airline Mileage between Serving Wire Centers is calculated as follows:

The square root of:
$$\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}$$

Where V_1 and H_1 are the V and H coordinates of point 1 and V_2 and H_2 are the coordinates of point 2.

3.3.3 Fractions of a mile are rounded up to the next whole mile before rates are applied.

¹ This Service is no longer available to new Customers effective May 1, 2006.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES¹

C

3.4 Limitations on Service

- 3.4.1 For Customers that utilize Private Line Service for voice transmission, the Company does not provide echo suppression. Voice transmission quality parameters are not necessarily coincident with data transmission quality.

3.5 Application of Rates and Charges

3.5.1 General

The Base Rates for a particular Private Line Service are determined by the following criteria: (1) type of Private Line Service (i.e. DS1, DS3, OC3, OC12, OC48) and (2) length of the term plan commitment. Monthly recurring charges apply for each Private Line Service furnished by the Company. Non-recurring and one time charges may also apply. Circuit termination charges for Local Access are not included in this Tariff.

¹ This Service is no longer available to new Customers effective May 1, 2006.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES¹

C

3.5 Application of Rates and Charges (continued)

3.5.2 Monthly Recurring Charges

There are two rate elements used in calculating the monthly recurring charge for the IOC. They include a fixed monthly charge irrespective of distance and a per mile charge based on the distance between the Customer's serving Wire Centers where each end of the circuit is located.

(A) Fixed MRC

A fixed monthly charge applies. The monthly recurring rates may vary according to the length of term plan agreement.

(B) IOC - Per Mile

This rate element applies per digital Channel whenever there is mileage associated with the digital Channel. The unit rate is multiplied by the number of miles (interoffice miles) between the Customer serving Wire Centers where the endpoints of the Channel are located.

¹ This Service is no longer available to new Customers effective May 1, 2006.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES¹

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3.5 Application of Rates and Charges (continued)

3.5.3 Service Order Change Charge

(A) General

See Section 2.16.2 (B) for general rules and regulations regarding the Service Order Change Charge for Data Services. For Private Line Services, the Service Order Change Charge may apply to Service that has been ordered but not installed and accepted by the Customer and to Service that has been installed and accepted by the Customer.

(B) Change In Service Before Installation and Acceptance By Customer

- .1 If made prior to turn-up and acceptance of Service by the Customer, no charge applies for a Customer's request to change Service if re-engineering is not required. For example, no charge applies for changes in a Service Order made to change the length of a term plan or for administrative purposes such as change of name or change in billing address, contact name, or telephone number.
- .2 Unless otherwise indicated in this Tariff, the Service Order Change Charge applies when Services are re-engineered. Examples of changes which require re-engineering include but are not limited to changes in serving Wire Center, transmission speed, signaling, terminating equipment or Service rearrangements.

¹ This Service is no longer available to new Customers effective May 1, 2006.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES¹

C

3.5 Application of Rates and Charges (continued)

3.5.3 Service Order Change Charge (continued)

(B) Change In Service Before Installation and Acceptance By Customer
(continued)

- .3 If the Customer requests a change of location or address in one or both of the original endpoints, the change is treated as a change order. If re-engineering is required, the Service Order Change Charge applies.
- .4 If the Customer requests a change in signaling or terminating equipment and re-engineering of the Service is required, the request is treated as a change order. The Service Order Change Charge applies.

¹ This Service is no longer available to new Customers effective May 1, 2006.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES¹

C

3.5 Application of Rates and Charges (continued)

3.5.3 Service Order Change Charge (continued)

(C) Change In Service After Installation and Acceptance By Customer

- .1 No charge applies for a request to change Service for administrative purposes (e.g. change of name, billing address, etc.). A request to change the length of a term agreement plan is not considered an administrative change and a Service Order Change Charge may apply.
- .2 If the Customer requests a change in signaling or terminating equipment and re-engineering of the Service is required, the request is treated as a change order as long as the Service retains one of the two original endpoints and there is no change in serving Wire Center (see Section 3.5.3 (C).4 of this Tariff); and the Service Order Change Charge applies. Otherwise the request is treated as a disconnect and new order and installation and TLC charges apply pursuant to Sections 2.16 and 2.26 of this Tariff.
- .3 If the Customer requests to change the location or address of both end points of the Circuit, the request is treated as a disconnect and new order. TLCs apply pursuant to Section 2.26 of this Tariff and installation charges pursuant to Section 2.16.2 of this Tariff.

¹ This Service is no longer available to new Customers effective May 1, 2006.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES¹

C

3.5 Application of Rates and Charges (continued)

3.5.3 Service Order Change Charge (continued)

(C) Change In Service After Installation and Acceptance By Customer
(continued)

- .4 A Customer request to change the location of one point of the Circuit will be treated either as a change order or as a disconnect and new order depending on whether the change in location also results in a change in serving Wire Center. If the serving Wire Center remains the same, the change in location will be treated as a change order and a Service Order Change Charge will apply pursuant to section 3.5.3 (C).2 of this Tariff; TLCs do not apply. If the Customer requests to change the location of one point of the Circuit and the serving Wire Center changes, the changes will be treated as a disconnect and a new order and TLCs apply pursuant to Section 2.26 of this Tariff and installation charges apply pursuant to Section 2.16.2 of this Tariff.

¹ This Service is no longer available to new Customers effective May 1, 2006.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES¹

C

3.5 Application of Rates and Charges (continued)

3.5.3 Service Order Change Charge (continued)

(C) Change In Service After Installation and Acceptance By Customer
(continued)

- .5 Unless otherwise indicated in this Tariff, TLCs and installation charges apply when the Customer's request to change Service is treated as disconnect of Service and a new order.
 - .a If the Customer requests a change to upgrade the Bandwidth of Private Line Service to a higher Bandwidth and the length of the term plan is at least equal to the length of the original term plan agreement, TLCs do not apply.
 - .b If the Customer requests a change to upgrade the Bandwidth of Private Line Service to a higher Bandwidth and the length of the term plan is not at least equal to the length of the original term plan, the TLCs apply.
 - .c If the Customer moves one location of a Circuit within the same serving Wire Center and the length of the term plan for the new Circuit is at least equal to or greater than the term for the disconnected Circuit, the TLC for the disconnected Circuit will not apply.
- .6 Unless otherwise indicated in this Tariff, all other Customer requests for a change in Service which requires re-engineering will be treated as a disconnect and new order and TLCs apply pursuant to Section 2.26 of this Tariff and installation charges pursuant to Section 2.16.2 of this Tariff.

¹ This Service is no longer available to new Customers effective May 1, 2006.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES¹

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3.5 Application of Rates and Charges (continued)

3.5.4 VIP Discount

Customers subscribing to any of the Company's intrastate Private Line, PRI-ISDN, DVA 6-Pack or DVA-12 Pack Services will automatically receive a volume discount per master account number for (1) all Private Line Service(s) IOCs and (2) PRI-ISDN Service(s), and (3) DVA 6-Pack, and DVA-12 Pack Ports associated with the Customer's master account number. Pass through charges are not eligible for a volume (VIP) discount on the master account. To determine the eligible monthly revenue, the Customer's Base Rate charges are totaled, regardless of application, Bandwidth or term commitment period, for all domestic intrastate and interstate Private Line Services and, if applicable, PRI-ISDN Services and/or DVA 6-Pack / DVA 12-Pack. This discount will be applied before the application of any other discount(s). The VIP discount will appear on the bill in the month in which the discount was earned. The VIP discount for the Private Line Service, PRI-ISDN, DVA 6-Pack, and DVA 12-Pack Services is calculated by multiplying the eligible monthly recurring revenues at the appropriate discount percent determined by spending threshold. The applicable discounts are as follows:

Eligible Monthly Revenue	Discount
\$2,000	2%
\$5,000	3%
\$10,000	5%
\$15,000	7%
\$20,000	9%
\$25,000	11%
\$50,000	12%

¹ This Service is no longer available to new Customers effective May 1, 2006.

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SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES¹

C

3.6 DS1 Service

3.6.1 This Service is a point-to-point InterLATA Private Line Service which consists of a DS1 (1.5444 Mbps.) capacity digital Channel available on a twenty-four (24) hour per day, seven (7) days per week basis. This Service is an unswitched, non-usage sensitive service which is dedicated exclusively to one Customer and provides for two-way simultaneous transmission of digital signals. Service is available as non-Channelized. Point-to-point IntraLATA Private Line Service is not available.

(A) Only point-to-point Service (one Customer premises to another Customer premises) is available. Multi-point Service (multiple customer locations for the same Circuit identification/service) is not available.

(B) Local Access facilities may limit the performance specification that the Customer or End User can anticipate.

3.6.2 This Service is available to Business Customers that utilize Dedicated Access from the Customer Premises to the Serving Wire Center.

3.6.3 Customers subscribing to DS1 Private Line Service may order Service by signing a term plan agreement for one (1), two (2), three (3) or five (5) years.

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3.6.4 If the Customer signs a 5-year term plan agreement, the installation charge shown in Sections 4.1.1 (A) of this Tariff will be waived.

3.6.5 For rates and charges, see Section 4.1 of this Tariff for DS1 Service - Non-Channelized.

¹ This Service is no longer available to new Customers effective May 1, 2006.

N

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES¹

C

3.7 DS3 Service

3.7.1 This Service consists of a DS3 (44.736 Mbps.) capacity digital Channel available twenty-four (24) hour per day, seven (7) days per week. This Service is an unswitched, non-usage sensitive service which is dedicated exclusively to one Customer and provides for two-way simultaneous transmission of digital signals. Service is offered as non-Channelized.

(A) DS3 Service is only offered if a fiber facility is available. Only InterLATA point-to-point Service (one Customer premises to another Customer premises) is available. Multi-point Service (multiple customer locations for the same Circuit identification/service) is not available. Point-to-point IntraLATA Private Line Service is not available.

(B) Local Access facilities may limit the performance specification that the Customer or End User can anticipate.

3.7.2 This Service is available to Business Customers that utilize Dedicated Access from the Customer Premises to the Serving Wire Center.

3.7.3 Customers subscribing to DS3 Private Line Service must sign a term plan agreement for one (1), two (2), three (3) or five (5) years.

3.7.4 If the Customer signs a 5-year term plan agreement, the installation charge shown in Section 4.2.1 (A) of this Tariff will be waived.

3.7.5 For rates and charges, see Section 4.2 of this Tariff for DS3 Service - Non-Channelized.

¹ This Service is no longer available to new Customers effective May 1, 2006.

N

SECTION 3 - DESCRIPTION OF PRIVATE LINE SERVICES¹

C

3.8 OC3 Service

3.8.1 This Service consists of a OC3 (155.52 Mbps.) capacity digital Channel available twenty-four (24) hour per day, seven (7) days per week. This Service is an unswitched, non-usage sensitive service which is dedicated exclusively to one Customer and provides for two-way simultaneous transmission of digital signals. Service is offered as non-Channelized.

(A) OC3 Service is only offered if a fiber facility is available. Only InterLATA point-to-point Service (one Customer premises to another Customer premises) is available. Multi-point Service (multiple customer locations for the same Circuit identification/service) is not available. Point-to-point IntraLATA Private Line Service is not available.

(B) Local Access facilities may limit the performance specification that the Customer or End User can anticipate.

3.8.2 This Service is available to Business Customers that utilize Dedicated Access from the Customer Premises to the Serving Wire Center and sign a term plan agreement for one (1), two (2), three (3) or five (5) years.

3.8.3 If the Customer signs a 5-year term plan agreement, the installation charge shown in Section 4.3.1 (A) of this Tariff will be waived.

3.8.4 For rates and charges, see Section 4.3 of this Tariff for OC3 Service - Non-Channelized.

¹ This Service is no longer available to new Customers effective May 1, 2006.

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