



March 25, 2009

Ms. Renee J. Jenkins
Docketing Division
The Public Utilities Commission of Ohio
180 East Broad Street
Columbus OH 43266-0573

Re: Case No. 07-464-TP-UNC
Case No. 90-5032-TP-TRF

Dear Ms. Jenkins:

On March 24, 2009, tariff pages for the Ameritech Operating Companies were filed with the Federal Communications Commission under Transmittal No. 1695. This filing in the FCC No. 2 Tariff became effective on March 25, 2009.

The filing was made by AT&T to introduce contract Offer No. 185, a multi-regional access discount plan, offering eligible customers a discount on Contributory Services when they comply with a Minimum Annual Revenue Commitment.

These tariff pages can also be viewed on the FCC website at <http://svartifoss2.fcc.gov>. Once you have accessed the page, please follow the following steps to access this filing:

1. Click on FCC Electronic Filing and Public Access Systems.
2. Click on Electronic Tariff Filing System (ETFS).
3. Click on Public Access.
4. Click on the Browse Filed Tariff Documents block.
5. Click on the Browse Filed by an ILEC block.
6. Click on Ameritech Services.
7. Click on FCC 2 - Access Services.
8. Locate tariff pages for Transmittal No. 1695 and click on the block showing "Acrobat PDF" (third column from the left).

This process will provide you with the specific pages filed by SBC for Ohio.

Should you have any questions or require additional information, please contact me at 223-8184.

Very truly yours,

Susan Drombetta
Area Manager-Regulatory Affairs



Patrick Doherty
Director – Access Regulatory
Affairs
Four AT&T Plaza
Room 1921
Dallas, Texas 75202

FRN: 0005-0491-92

March 24, 2009

Transmittal No. 1695

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
Washington, D.C. 20554

Attention: Wireline Competition Bureau

The accompanying tariff material, issued by Ameritech Operating Companies (Ameritech) and bearing Tariff F.C.C. No. 2, is sent to you for publication in compliance with Sections 61.49, 61.55, 61.58(c), and 69.727 of the Commission's Rules and the requirements of the Communications Act of 1934, as amended. This filing is being submitted on one day's notice in compliance with Section 61.58(c) of the Commission's Rules and the requirements of the Communications Act of 1934, as amended.

This filing, under authority of special permission No. 09-004 scheduled to become effective March 25, 2009, consists of tariff pages as indicated on the following Check Sheets:

Tariff F.C.C. No.
2

Check Sheet Revision No.
1537th Revised Page 1
30th Revised Page 1.23
5th Revised Page 1.24

With this filing Ameritech is proposing to introduce Contract Offer No. 185 – Access Service Offer, a multi-regional access discount plan, for which concurrent subscription is required to the following Access Tariffs: Ameritech Tariff F.C.C. No. 2, Contract No. 185; PBTC Tariff F.C.C. No. 1, Contract Offer No. 149; SNET Tariff F.C.C. No. 39, Contract Offer No. 43; SWBT Tariff F.C.C. No. 73, Contract Offer No. 162; NBTC Tariff F.C.C. No. 1, Contract Offer No. 21; and BellSouth Tariff F.C.C. No. 1, Contract Offer No. 62. This Contract Offer No. 185 permits Customers that meet the Eligibility Criteria in Section 33.185.3, and the Terms and Conditions in Section 33.185.4, to purchase Subject Services in Section 33.185.2 and receive credits as listed in Section 33.185.6. This Contract Offer No. 185 requires eligible Customers to comply with a Minimum Annual Revenue Commitment (MARC), as described in Section 33.185.4. The MARC includes recurring revenues from all Contributory Services purchased from the Qualified Companies eligible under this Contract Offer and the concurrently purchased Contract Offers. This Contract Offer No. 185 is available for subscription from March 25, 2009 through April 25, 2009. This Contract Offer is not renewable.

Wireline Competition Bureau

Page 2

March 24, 2009

In accordance with Section 61.14, this transmittal letter and associated attachments are being filed electronically today via the Federal Communications Commission's Electronic Tariff Filing System (ETFS) in compliance with the electronic filing procedures.

Payment in the amount of \$775.00 has been electronically transmitted to the U.S. Bank in St. Louis, Missouri, in accordance with the fee program procedures. The Form 159 is being transmitted electronically via ETFS as a proprietary document. These actions have been committed on the date established as the issued (filed) date as reflected above.

Personal or facsimile service petitions against this Transmittal, as required under Section 1.773(a)(4) of the Commission's Rules, should be sent to Linda Quarles, Associate Director - Tariff Administration, 3535 Colonnade Parkway North, Room E3D1, Birmingham, Alabama 35243, facsimile number (214) 858-0639. All other correspondence and inquiries concerning this Transmittal should be addressed to Anisa A Latif, Associate Director-Federal Regulatory, 1120 20th St., 10th Floor, Washington, D.C. 20036, facsimile number (202) 457-3071.

Sincerely,

A handwritten signature in black ink, reading "Patrick R. Doherty". The signature is written in a cursive style with a large, stylized "P" and "D".

Attachments:

Transmittal Letter

Tariff Pages

Title pages 1 and 2 and pages 1 to 846 inclusive of this tariff are effective as of the date shown.
Original and revised pages as named below and Supplement No. 339 contain all changes from the original tariff that are in effect on the date hereof.

Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated
Title 1	2nd	7	6th	19.2	15th
Title 2	9th	7.1	3rd	19.3	8th
1	1537th*	8	15th	19.4	1st
1.1	337th	8.1	5th	20	10th
1.2	301st	9	24th	20.1	5th
1.3	285th	9.1	1st	20.2	3rd
1.4	239th	10	27th	21	4th
1.5	220th	10.1	11th	22	1st
1.6	198th	10.2	9th	23	3rd
1.7	128th	11	4th	24	1st
1.8	109th	12	10th	25	3rd
1.9	146th	13	6th	25.1	1st
1.10	49th	13.1	6th	25.2	1st
1.11	61st	13.2	10th	26	3rd
1.12	29th	13.3	12th	27	9th
1.13	15th	13.4	21st	28	11th
1.14	25th	13.5	37th	28.1	5th
1.15	53rd	13.6	39th	29	1st
1.15.1	3rd	13.7	44th	30	Original
1.16	63rd	13.8	30th*	31	Original
1.17	24th	13.9	4th	32	Original
1.18	33rd	14	3rd	33	Original
1.19	44th	15	16th	34	4th
1.20	43rd	15.1	10th	34.1	1st
1.21	45th	15.2	1st	35	5th
1.22	47th	16	12th	35.1	1st
1.23	30th*	16.1	11th	36	8th
1.24	5th*	16.1.1	Original	36.1	6th
2	6th	16.2	8th	37	13th
3	8th	16.3	1st	37.1	4th
3.1	13th	16.4	2nd	37.2	6th
4	17th	16.5	Original	37.3	5th
4.1	10th	16.6	3rd	37.4	1st
5	18th	16.7	3rd	37.5	2nd
5.1	20th	17	1st	38	9th
5.2	5th	18	6th	38.1	11th
6	5th	19	27th	38.2	6th
6.1	5th	19.1	13th	38.2.1	3rd
6.2	6th			38.3	4th
				38.4	4th

* New or Revised Page

(This page filed under Transmittal No. 1695)

ACCESS SERVICE
CHECK SHEETS (Cont'd)

Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated
22-1333	2nd	22-1386	Original	22-1439	Original	24-14.1	2nd
22-1334	2nd	22-1387	Original	22-1440	Original	24-15	8th
22-1335	2nd	22-1388	Original	22-1441	Original	24-16	7th
22-1336	2nd	22-1389	Original	22-1442	Original	24-17	6th
22-1337	2nd	22-1390	Original	22-1443	Original	24-18	2nd
22-1338	2nd	22-1391	Original	22-1444	Original	24-19	2nd
22-1339	2nd	22-1392	Original	22-1445	Original	24-20	2nd
22-1340	2nd	22-1393	Original	22-1446	Original	24-21	4th
22-1341	2nd	22-1394	Original	22-1447	Original*	24-22	3rd
22-1342	2nd	22-1395	Original	22-1448	Original*	24-23	3rd
22-1343	2nd	22-1396	Original	22-1449	Original*	24-23.1	2nd
22-1344	2nd	22-1397	Original	22-1450	Original*	25-1	4th
22-1345	2nd	22-1398	Original	22-1451	Original*	25-2	Original
22-1346	2nd	22-1399	Original	22-1452	Original*	25-3	Original
22-1347	2nd	22-1400	Original	22-1453	Original*	25-4	Original
22-1348	2nd	22-1401	Original	22-1454	Original*	25-5	Original
22-1349	2nd	22-1402	Original	22-1455	Original*	25-6	Original
22-1350	2nd	22-1403	Original	22-1456	Original*	25-7	Original
22-1351	2nd	22-1404	Original	23-1	2nd	25-8	Original
22-1352	2nd	22-1405	Original	23-2	3rd	25-9	Original
22-1353	2nd	22-1406	Original	23-3	5th	25-10	Original
22-1354	Original	22-1407	Original	23-3.1	2nd	25-11	Original
22-1355	2nd	22-1408	Original	23-4	3rd	25-12	2nd
22-1356	Original	22-1409	Original	23-5	3rd	25-13	2nd
22-1357	2nd	22-1410	Original	23-6	2nd	25-14	2nd
22-1358	2nd	22-1411	Original	23-7	3rd	25-14.1	Original
22-1359	Original	22-1412	Original	23-8	3rd	25-15	1st
22-1360	Original	22-1413	Original	23-9	3rd	25-15.1	Original
22-1361	Original	22-1414	Original	23-10	4th	25-16	1st
22-1362	Original	22-1415	Original	23-11	4th	25-16.1	Original
22-1363	2nd	22-1416	Original	23-12	2nd	25-17	3rd
22-1364	2nd	22-1417	Original	23-13	2nd	25-17.1	Original
22-1365	2nd	22-1418	Original	23-14	2nd	25-17.2	Original
22-1366	2nd	22-1419	Original	23-15	4th	25-17.3	Original
22-1367	2nd	22-1420	Original	23-16	3rd	25-17.4	Original
22-1368	2nd	22-1421	Original	23-17	5th	25-17.5	Original
22-1369	2nd	22-1422	1st	23-18	4th	25-17.6	Original
22-1370	2nd	22-1423	Original	23-19	3rd	25-17.7	Original
22-1371	2nd	22-1424	1st	24-1	6th	25-17.8	Original
22-1372	2nd	22-1425	Original	24-1.1	2nd	25-17.9	Original
22-1373	2nd	22-1426	Original	24-2	4th	25-17.10	Original
22-1374	2nd	22-1427	Original	24-3	4th	25-17.11	Original
22-1375	Original	22-1428	Original	24-4	6th	25-17.12	Original
22-1376	Original	22-1429	Original	24-5	4th	25-17.13	Original
22-1377	Original	22-1430	Original	24-6	4th	25-17.14	Original
22-1378	Original	22-1431	Original	24-7	4th	25-18	1st
22-1379	Original	22-1432	Original	24-8	3rd	25-19	2nd
22-1380	Original	22-1433	Original	24-9	4th	25-20	1st
22-1381	Original	22-1434	Original	24-10	6th	25-21	1st
22-1382	Original	22-1435	Original	24-11	4th	25-22	2nd
22-1383	Original	22-1436	Original	24-12	6th	26-1	3rd
22-1384	Original	22-1437	Original	24-13	4th	26-2	3rd
22-1385	Original	22-1438	Original	24-14	6th	26-3	3rd

(This page filed under Transmittal No. 1695)

ACCESS SERVICE
CHECK SHEETS (Cont'd)

Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated	Page	Number of Revision Except as Indicated
26-4	3rd	28-1	2nd				
26-5	3rd	28-2	2nd				
26-6	3rd	28-3	Original				
26-7	2nd						
26-8	2nd						
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27-22	2nd						
27-23	3rd						
27-24	2nd						
27-25	3rd						
27-26	2nd						

(This page filed under Transmittal No. 1695)

ACCESS SERVICE

	<u>Page</u>	
22. Pricing Flexibility Contract Offerings (Cont'd)	22-1	
22.159 ⁽¹⁾		
22.160 Contract Offer No. 160 – Transport Upgrade Service Offer	22-1265	
22.161 ⁽¹⁾		
22.162 ⁽¹⁾		
22.163 ⁽¹⁾		
22.164 Contract Offer No. 164 – Special Access Bundle Service Offer	22-1291	
22.165 ⁽¹⁾		
22.166 ⁽¹⁾		
22.167 ⁽¹⁾		
22.168 ⁽¹⁾		
22.169 ⁽¹⁾		
22.170 Contract Offer No. 170 – ⁽¹⁾	22-1333	
22.171 Contract Offer No. 171 – ⁽¹⁾	22-1340	
22.172 ⁽¹⁾		
22.173 Contract Offer No. 173 – Special Access Bundle Service Offer	22-1353	
22.174 ⁽¹⁾		
22.175 Contract Offer No. 175 – ⁽¹⁾	22-1369	
22.176 Contract Offer No. 176 – DS3 Transport Service Offer	22-1375	
22.177 Contract Offering No. 177 – Access Advantage Plus Transport Service – One Year Term	22-1382	
22.178 Contract Offering No. 178 – Access Advantage Plus Transport Service – Two Year Term	22-1388	
22.179 Contract Offering No. 179 – Access Advantage Plus Transport Service – Three Year Term	22-1394	
22.180 Contract Offer No. 180 – DS1 and DS3 Service Offer	22-1400	
22.181 Contract Offer No. 181 – Special Access Service Offer	22-1413	
22.182 Contract Offer No. 182 – DS3 Extension Bundle Service Offer	22-1422	
22.183 Contract Offer No. 183 – Special Access Service Offer	22-1429	
22.184 Contract Offer No. 184 – DS3 IOF Transport Bundle Service Offer	22-1442	
22.185 Contract Offer No. 185 – Access Service Offer	22-1447	(N)

23.⁽¹⁾

⁽¹⁾ Material in this Section has been de-tariffed as required by the Commission upon use of the forbearance relief pursuant to FCC Memorandum Opinion and Order No. 07-180, released October 12, 2007. Terms and Conditions associated with de-tariffed services are available at www.att.com/guidebook.

ACCESS SERVICE

22.Pricing Flexibility Contract Offerings22.185 Contract Offer No. 185 – Access Service Offer22.185.1 General Description

The Special Access Service Offer (Contract Offer No. 185) is a plan for which concurrent subscription is required to this Contract Offer and the following additional contract offers: Nevada Bell Telephone Company (NBTC) Tariff F.C.C. No. 1, Contract Offer No. 21; Pacific Bell Telephone Company (PBTC) Tariff F.C.C. No. 1, Contract Offer No. 149; The Southern New England Telephone (SNET) Tariff F.C.C. No. 39, Contract Offer No. 43; Southwestern Bell Telephone Company (SWBT) Tariff F.C.C. No. 73, Contract Offer No. 162; and BellSouth Telecommunications, Inc. (BellSouth) Tariff F.C.C. No. 1, Contract Offer No. 62 (the "Concurrently Subscribed Contract Offers"). NBTC, PBTC, SNET, SWBT, Ameritech, and BellSouth are identified herein as the "Qualified Companies."

Contract Offer No. 185 requires eligible customers to satisfy a Minimum Annual Revenue Commitment (MARC), applicable collectively to all of the Concurrently Subscribed Contract Offers, during each Term Year of the Contract Term. Revenue included in the MARC consists of recurring revenue from all MARC-Eligible Services (as defined in Section 22.185.2 of this Contract Offer) and from MARC-eligible services provided under the other Concurrently Subscribed Contract Offers.

Contract Offer No. 185 will be available for subscription only from March 25, 2009 through April 25, 2009. This Contract Offer is not renewable.

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(x) Issued under the authority of Special Permission No. 09-004 of the F.C.C.

(This page filed under Transmittal No. 1695)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)22.185 Contract Offer No. 185 – Access Service Offer (Cont'd)22.185.2 MARC-Eligible Services

Revenue included in the MARC under this Contract Offer includes all recurring revenue from all MARC-Eligible Services purchased from the Telephone Company under this Contract Offer. MARC-Eligible Services include both Subject Services, listed in Table A, below, and Non-Subject Services, listed in Table B, below. Revenue included in the MARC also includes MARC-eligible services provided pursuant to the other Concurrently Subscribed Contract Offers.

(A) Subject Services

Subject Services are listed in Table A, below. Subject Services are eligible for discounts and other incentives provided under this Contract Offer.

All rates, terms and conditions for Subject Services are governed by the applicable tariff sections, except as noted in this Contract Offer.

Table A – Subject Services

Service Type	Service
Interstate Special Access	Voice Grade
	DS0
	DS1
	DS3
	Switched Access Transport (excluding such service provided by BellSouth Telecommunications, Inc.)
	SONET Xpress
	Shared Transport Network (STN)
	Relianet
	Broadband Circuit Service (BCS)
	SNET SONET Network Service (SSNS)
	Lightgate Services (DS3)
	SMARTGate
	SMARTPath DS1 and DS3
Intrastate Special Access	Equivalent services provided as Interstate Special Access above, subject to the terms and conditions of this Contract Offer

(This page filed under Transmittal No. 1695)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)22.185 Contract Offer No. 185 – Access Service Offer (Cont'd)22.185.2 MARC-Eligible Services (Cont'd)(B) Non-Subject Services

Non-Subject Services are listed in Table B, below. Recurring revenue attributable to Non-Subject Services will be included in the Customer's revenue for purposes of determining and satisfying the Customer's MARC under this Contract Offer, but are not otherwise subject to the rates, Terms and Conditions of this Contract Offer. In particular, but without limitation, Non-Subject Services are not eligible for credits or other incentives provided under this Contract Offer.

Table B – Non-Subject Services

Service Type	Service
Interstate Special Access	OCN (Optical Carrier Network) Point-to-Point
	Dedicated SONET Ring Service (DSRS)
	SONET Ring and Access Service (SRAS)
	GigaMAN (Gigabit Ethernet Metropolitan Area Network)
	Multi-service Optical Network (MON) Ring Service
	OPT-E-MAN (Optical Ethernet Metropolitan Area Network)
	DecaMAN (10 Gigabit Ethernet Metropolitan Area Network)
	WaveMAN (Wavelength Metropolitan Area Network)
	Serial Component Video Service (SCVS)
	AVS 270 Video Service
	SMARTRing Services
	Lightgate Services - OCN
	Metro Ethernet Services
	Wavelength Services
Intrastate Special Access	Equivalent services provided as Interstate Special Access above, subject to the terms and conditions of this Agreement.

(This page filed under Transmittal No. 1695)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)22.185 Contract Offer No. 185 – Access Service Offer (Cont'd)22.185.3 Eligibility Criteria

The Customer must satisfy the following Eligibility Criteria to qualify for this Contract Offer:

- (A) Contract Offer No. 185 is available for special access services for which the Telephone Company has been granted pricing flexibility and which are located in MSAs for which the Telephone Company has been granted pricing flexibility, as listed in Ameritech Tariff F.C.C. No. 2, Section 21. During the Term Period (as defined in Section 22.185.4(B)), if the Telephone Company is granted pricing flexibility relief in additional MSAs not listed in Section 21 at the time of subscription, the Customer may, at its option, include Subject Services eligible for the calculation of credits under this Contract Offer.
- (B) The MARC-Eligible Services must be located within the "Operating Territory" of the Telephone Company, as described in Ameritech Tariff F.C.C. No. 2, Section 14 (Operating Territory);
- (C) The Customer must concurrently subscribe to this Contract Offer and the following additional contract offers:
 - NBTC Tariff F.C.C. No. 1, Contract Offer No. 21;
 - PBTC Tariff F.C.C. No. 1, Contract Offer No. 149;
 - SNET Tariff F.C.C. No. 39, Contract Offer No. 43;
 - SWBT Tariff F.C.C. No. 73, Contract Offer No. 162; and
 - BellSouth Tariff F.C.C. No. 1, Contract Offer No. 62.

22.185.4 Terms and Conditions

The following Terms and Conditions apply to this Contract Offer No. 185:

(A) Subscription

To subscribe to Contract Offer No. 185, the Customer must submit a Letter of Subscription (LOS) to the Telephone Company. The LOS must list all Access Customer Name Abbreviations (ACNAs) that the Customer designates for inclusion in this Contract Offer ("Eligible ACNAs"). Services ordered or purchased under ACNAs that are not Eligible ACNAs may not be transferred to, or converted to, or otherwise included in this Contract Offer.

(x) Issued under the authority of Special Permission No. 09-004 of the F.C.C.

(This page filed under Transmittal No. 1695)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)22.185 Contract Offer No. 185 – Access Service Offer (Cont'd)22.185.4 Terms and Conditions (Cont'd)(B) Term Period

The term of this Contract Offer ("Term Period") shall begin on the date the Letter of Subscription (LOS) is received from the Customer ("Effective Date"), and shall end on December 31, 2012. Upon expiration or termination of this Contract Offer, the Telephone Company will issue to the Customer all credits earned under this Contract Offer prior to the effective date of such termination or expiration, provided that the Customer has complied with all relevant Terms and Conditions of this Contract Offer through the effective date of the termination or expiration; except as provided to the contrary in Section 22.185.9. Following termination or expiration of this Contract Offer, all credits provided under this Contract Offer will cease, and will no longer apply to any services provided by Telephone Company during or after the Term Period of this Contract Offer regardless of any applicable Service Term.

- (C) The Customer agrees to a Minimum Annual Revenue Commitment (MARC) of \$145,000,000. Revenue contributing to the satisfaction of the MARC will include, in the aggregate, recurring revenue for MARC-Eligible Services, as defined in Section 22.185.2 of this Contract Offer, and MARC-eligible services, as defined in the other Concurrently Subscribed Contract Offers listed in Section 22.185.3(D). The MARC shall apply during each Term Year of this Contract Offer.
- (D) Credits earned by the Customer under this Contract Offer No. 185 and the other Concurrently Subscribed Contract Offers shall be applied as described in Section 22.185.6(A), below, and in the analogous sections of the other Concurrently Subscribed Contract Offers.
- (E) Subject Services are subject to certain rates, charges and general terms and conditions in other sections of Ameritech Tariff F.C.C. No. 2 (Sections 2-General Regulations, 5-Ordering Options for Switched & Special Access Service, and 13-Additional Engineering, Additional Labor & Miscellaneous Services), and such terms and conditions may be modified through the filing of tariff changes at any time during the Contract Term. However, such tariff modifications will not change the Terms and Conditions described in Contract Offer No. 185.

(This page filed under Transmittal No. 1695)

ACCESS SERVICE

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22. Pricing Flexibility Contract Offerings (Cont'd)22.185 Contract Offer No. 185 – Access Service Offer (Cont'd)22.185.4 Terms and Conditions (Cont'd)

- (F) This Contract Offer No. 185 is available March 25, 2009 through April 25, 2009.
- (G) Subject Services may not be purchased pursuant to: (i) any discount or credit plans or offerings based on revenue or purchase volume commitments; (ii) any pricing flexibility contract offers; or any of the following: Managed Value Plan (MVP) Ameritech Tariff FCC 2 Section 19, SWBT Tariff FCC 73 Section 38, and PBTC Tariff FCC 1 Section 22; Area Commitment Plan (ACP) BellSouth Tariff FCC 1 Section 2.4.8 (B); Transport Advantage Plan (TAP) BellSouth Tariff FCC 1 Section 2.4.8 (H); and Fast Packet Savings Plan (FSP) BellSouth Tariff FCC 1 Section 2.4.8 (F), unless such other offering expressly (i) refers to this Contract Offer, and (ii) permits the application of such incentives, credit or discount, provided, however, that the Customer may purchase Subject Services pursuant to generally available tariffed term pricing plans, excluding those listed above.
- (H) The Customer must pay all billed charges in full when they become due, excluding amounts properly disputed. The Telephone Company will provide the Customer written notice of any non-compliance. The Customer will have ten (10) business days from receipt of the written notice to comply. If the Customer fails to comply, such failure shall be deemed to be a material breach of this Contract Offer and the Contract Offer will be terminated. Termination liabilities as described in Section 22.185.9, below, will apply. Credits to be provided under this Contract Offer will not be issued unless and until the Customer has paid all billed charges, excluding amounts properly disputed, and unless the Customer is otherwise in material compliance with this Contract Offer.

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(N)

(x) Issued under the authority of Special Permission No. 09-004 of the F.C.C.

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(This page filed under Transmittal No. 1695)

ACCESS SERVICE

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22. Pricing Flexibility Contract Offerings (Cont'd)22.185 Contract Offer No. 185 – Access Service Offer (Cont'd)22.185.5 Minimum Annual Revenue Commitment (MARC)(A) Satisfaction of the MARC

Satisfaction of the MARC shall be determined according to the recurring revenue attributable to: (i) MARC-Eligible Services (defined in Section 22.185.2), as billed by the Telephone Company, plus any Shortfall Amounts paid by the Customer and applicable to the year to which the Shortfall Amount applies, as provided in Section 22.185.6(F), and (ii) MARC-eligible services as defined in the other Concurrently Subscribed Contract Offers, plus any applicable true-up amounts provided for therein. To be included, recurring revenue must be billed under the Eligible ACNAs. For clarification, but not by way of limitation, the MARC shall exclude non-recurring charges, usage-based charges, temporary service charges, Unbundled Network Element ("UNE") charges and charges for Switched Access Dedicated Transport purchased from BellSouth. Services included in the MARC shall include both services ordered prior to the date upon which the Customer subscribes to this Contract Offer and services ordered during the Term Period.

(B) Monthly and Annual Review of MARC Revenue

AT&T will review revenues for MARC-Eligible Services within thirty (30) days after the end of each month during the Term Period (a "Monthly Review") and within thirty (30) days after the end of each Term Year ("Annual Review").

22.185.6 Billing and Credits(A) Monthly Credits

For each month of the Contract Term, the Customer may be eligible for a Monthly MARC Credit under this Contract Offer and the other Concurrently Subscribed Contract Offers ("Monthly MARC Credits" or "MMC").

The Telephone Company will issue MMC to the Customer for any month during the Contract Term for which MARC-Eligible Revenue is at least one-twelfth of the MARC (the "Monthly MARC"), to be determined according to the Monthly Review. The Telephone Company will apply the MMC to the Customer's bill no later than sixty (60) days from the last bill period, or from the end of month in which it was achieved.

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(This page filed under Transmittal No. 1695)

ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)22.185 Contract Offer No. 185 – Access Service Offer (Cont'd)22.185.6 Billing and Credits (Cont'd)(A) Monthly Credits (Cont'd)

The aggregate amounts of Monthly MARC Credits under this Contract Offer and the other Concurrently Subscribed Contract Offers shall be as provided in Table C. The Monthly Credits shall be divided among this Contract Offer and the other Concurrently Subscribed Contract Offers in proportion to the billing incurred for the MARC-Eligible Services under this Contract Offer and the MARC-eligible services in each of the other Concurrently Subscribed Contract Offers. Credits shall not be posted if the Customer is in material breach of this Contract Offer, or in material breach of the terms and conditions governing the Subject Services, including, without limitation, failure to pay any undisputed amount due for Subject Services, until such breach is cured or payment for undisputed amounts is made by Customer.

Table C:

Term Year	Monthly MARC Credit (MMC)
Year 1	\$666,667
Year 2	\$666,667
Year 3	\$666,667
Year 4	\$666,667

(B) Annual True-Up

- (i) If, based on the Annual Review, the Customer's MARC Eligible Revenue for a Term Year is equal to or greater than the MARC, the Telephone Company will issue to the Customer any MMC not previously issued as a result of Customer's failure to meet the Monthly MARC during any month of that Term Year.
- (ii) If, based on the Annual Review, the Customer's MARC-Eligible Revenue for a Term Year is less than the MARC, the Telephone Company shall bill, and the Customer shall pay, the difference between the Customer's MARC-Eligible Revenue and the MARC for that Term Year (a "Shortfall Amount"). The Telephone Company will bill the Shortfall Amount, which will be applied to the Customer's billings for Subject Services, within sixty (60) days after the end of the applicable Term Year. Payment of the Shortfall Amount will satisfy the Customer's MARC obligation for the year to which the Shortfall Amount applies. Upon payment of any applicable Shortfall Amount, the Telephone Company shall issue to the Customer any credits for that year; provided the Customer is otherwise in compliance with the Terms and Conditions of this Contract Offer.

(This page filed under Transmittal No. 1695)

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ACCESS SERVICE

22. Pricing Flexibility Contract Offerings (Cont'd)22.185 Contract Offer No. 185 – Access Service Offer (Cont'd)22.185.7 Assignment/Transfer/Successors

Neither party shall assign or otherwise transfer this Contract Offer, or its rights or obligations hereunder, to any person or entity without the prior written consent of the other party, which shall not be unreasonably withheld or delayed, provided, however, that either party shall have the right, without the consent of but with notice to the other party, to assign or otherwise transfer this Contract Offer to any person or entity that controls, is under the control of, or is under common control with the assigning party. Further, the Telephone Company may also, without Customer's consent, assign its rights and obligations under this Contract Offer to an affiliate, or subcontract to an affiliate or a third party work to be performed under this Contract Offer. Any such assignment or other transfer shall be subject to the other party's rights under this Contract Offer, and any assignee or transferee shall continue to perform the assigning or transferring party's obligations under this Contract Offer, and the assignor or transferor will remain financially responsible for the performance of this Contract Offer and/or its obligations hereunder. Any assignment or other transfer of this Contract Offer or the rights or obligations hereunder, or any attempt to do either, in violation of this provision, shall be void.

22.185.8 Mergers/Acquisitions

All provisions of this Contract Offer shall continue in full force and in effect notwithstanding any merger or acquisition affecting a party. A merger or acquisition shall include, without limitation, any transaction in which the party, in whole or in part, merges with, acquires, is acquired by, or sells all or substantially all its stock or assets to any other entity, or purchases all or substantially all stock or assets of another company. Upon the Transaction Close Date of a merger or acquisition, if another entity involved in the merger or acquisition purchases any service from any Telephone Company entity, such service shall not be included in this Contract Offer for any purpose. The "Transaction Close Date" shall be defined as the date that the stock purchase is complete and/or the final date on which the assets of the acquired/merged company have been purchased.

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(This page filed under Transmittal No. 1695)

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22. Pricing Flexibility Contract Offerings (Cont'd)22.185 Contract Offer No. 185 – Access Service Offer (Cont'd)22.185.9 TerminationTermination Liability Charge

If, prior to the completion of the Contract Term, the Customer terminates this Contract Offer for any reason other than material breach by the Telephone Company, or if the Telephone Company terminates this Contract Offer as a result of a material breach by the Customer, the Customer must pay a termination liability charge in the amount of:

One-twelfth (1/12) of the MARC in effect at the time of termination (rounded up to the nearest hundred dollars) multiplied by the number of months remaining in the Contract Term, multiplied by six percent (6%); and

Fifty percent (50%) of all MMC issued during the twelve (12) months prior to termination of this Contract Offer.

Any credits earned, but not paid, at the time of termination will not be paid to the Customer.

Upon termination of this Contract Offer, Subject Services shall be provided at the rates provided in Section 4, above, unless they are disconnected.

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Summary: Letter of Notification FCC Tariff Filing electronically filed by Ms. Susan A Drombetta
on behalf of AT&T Ohio