

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS FILING FORM

(Effective: 01/20/2011)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of) TRF Docket No. 90-9000-TP-TRF
AT&T Corp. to file its tariffs as described in) Case No. ____ - ____ - **TP** - ____
Case No. 12-1715-TP-ATC.) NOTE: Unless you have reserved a Case #, leave the "Case No" fields
) BLANK.

Name of Registrant(s) AT&T Corp.
DBA(s) of Registrant(s) N/A
Address of Registrant(s) 225 W. Randolph St., 27C500, Chicago, IL 60606
Company Web Address www.att.com
Regulatory Contact Person(s) Candice L. Glover Phone 312-727-0127 Fax 281-664-9892
Regulatory Contact Person's Email Address clglover@att.com
Contact Person for Annual Report Candice L. Glover Phone 312-727-0127
Address (if different from above) _____
Consumer Contact Information Customer CARE Phone 800-222-0300
Address (if different from above) 777 NW Blue Pkwy, Lees Summit, MO 64086
Motion for protective order included with filing? ☐ Yes ☒ No
Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Notes:

Section I and II are Pursuant to Chapter [4901:1-6 OAC](#)
Section III – Carrier to Carrier is Pursuant to [4901:1-7 OAC](#), and Wireless is Pursuant to [4901:1-6-24 OAC](#).
Section IV – Attestation

- (1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.
- (2) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.
- (3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.
- (4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section I – Part I - Common Filings

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> For Profit ILEC	<input type="checkbox"/> Not For Profit ILEC	X CLEC
Change terms & conditions of existing BLES	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)
Revisions to BLES Cap.	<input type="checkbox"/> ZTA 1-6-14(F) (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> ZTA 1-6-27(C) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-27(C) (0 day Notice)	
Change BLES Rates	<input type="checkbox"/> TRF 1-6-14(F) (0 day Notice)	<input type="checkbox"/> TRF 1-6-14(F)(4) (0 day Notice)	<input type="checkbox"/> TRF 1-6-14(G) (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS 1-6-14(C)(1)(c) (Auto 30 days)		
Change in boundary	<input type="checkbox"/> ACB 1-6-32 (Auto 14 days)	<input type="checkbox"/> ACB 1-6-32 (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> TRF 1-6-08(G) (0 day)
BLES withdrawal			<input type="checkbox"/> ZTA 1-6-25(B) (0 day Notice)
Other* (explain)			<input type="checkbox"/> TRF

Section I – Part II – Customer Notification Offerings Pursuant to Chapter [4901:1-6-7 OAC](#)

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
<input type="checkbox"/> 15-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 30-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date Notice Sent:				

Section I – Part III –IOS Offerings Pursuant to Chapter [4901:1-6-22 OAC](#)

IOS	Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> IOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section II – Part I – Carrier Certification - Pursuant to Chapter [4901:1-6-08, 09 & 10 OAC](#)

Certification	ILEC (Out of Territory)	CLEC	Carrier's Not Offering BLES	CESTC	CETC
* See Supplemental form	<input type="checkbox"/> ACE 1-6-08 * (Auto 30- day)	<input type="checkbox"/> ACE 1-6-08 * (Auto 30 day)	<input type="checkbox"/> ACE 1-6-08 * (Auto 30 day)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 day)	<input type="checkbox"/> UNC 1-6-09 * (Non-Auto)

*Supplemental Certification forms can be found on the Commission Web Page.

Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Carrier's Not Offering BLES
Abandon all Services		<input type="checkbox"/> ABN 1-6-26 (Auto 30 days)	<input type="checkbox"/> ABN 1-6-26 (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN 1-6-29(B) (Auto 30 days)	<input checked="" type="checkbox"/> ACN 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Merger *	<input type="checkbox"/> AMT 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)

* Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see [the 4901:1-6-29 Filing Requirements on the Commission's Web Page](#) for a complete list of exhibits.

Section III – Carrier to Carrier (Pursuant to [4901:1-7](#)), and Wireless (Pursuant to [4901:1-6-24](#))

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 05 (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	
Wireless Providers See 4901:1-6-24	<input type="checkbox"/> RCC [Registration & Change in Operations]	<input type="checkbox"/> NAG [Interconnection Agreement or

Section IV. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT
Compliance with Commission Rules

I am an officer/agent of the applicant corporation, Candice L. Glover, and am authorized to make this statement on its behalf.

(Name) Candice L. Glover

Please Check ALL that apply:

☒ I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

☐ I attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) 10/1/2012 at (Location) Chicago, IL

*(Signature and Title) /s/Candice L. Glover, (Date) 10/1/2012
Manager

- *This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

VERIFICATION

I, Candice L. Glover verify that I have utilized the Telecommunications Filing Form for most proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title) /s/Candice L. Glover, Manager (Date) 10/1/2012

**Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793
Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

Exhibit A

AT&T COMMUNICATIONS OF OHIO, INC.

ACCESS SERVICES AND NETWORK INTERCONNECTION SERVICES

TITLE PAGE
ORIGINAL PAGE 1

P.U.C.O. NO. 7

SCHEDULE
FOR
AT&T COMMUNICATIONS OF OHIO
ACCESS SERVICES and NETWORK INTERCONNECTION SERVICES
INCLUDING
REGULATIONS
AND
SCHEDULES OF RATES
APPLYING IN THE STATE OF OHIO

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
Chicago, Illinois

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P.U.C.O. NO. 7

TARIFF INFORMATION

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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TARIFF INFORMATION

EXPLANATION OF SYMBOLS - Coding of Tariff Revisions

Revisions to this tariff are coded through the use of symbols. These symbols appear in the right margin of the Sheet. The symbols and their meanings are:

- 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 a change in text but no change in rate or regulation.
- Z To signify a correction

Other marginal codes are used to direct the tariff reader to a footnote for specific information. Codes used for this purpose are lower case letters of the alphabet, e.g., x, y and z. These codes may appear beside the Sheet revision number in the Sheet header or in the right margin opposite specific text.

TRADEMARKS AND SERVICE MARKS

The following marks, to the extent, if any, used throughout this tariff, are trademarks or service marks of the AT&T Corp.

Trademarks

NONE

Service Marks

NONE

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EXPLANATION OF ABBREVIATIONS

BNA	Billing Name and Address
BP	Billing Percentage
CIC	Carrier Identification Code
CLEC	Certified Local Exchange Carrier
CLLI	Common Language Location Identifier
CO	Central Office
Cont'd	Continued
CPE	Customer-Provided Equipment
EUCL	End User Common Line
FCC/F.C.C.	Federal Communications Commission
IC	Interexchange Carrier or Interexchange Common Carrier
ICB	Individual Case Basis
ILNP	Interim Local Number Portability
IPIC	IntraLATA Primary Interexchange Carrier
LATA	Local Access and Transport Area
LOA	Letter of Authorization
Mbps	Megabits per second
MECAB	Multiple Exchange Carrier Access Billing
MECOD	Multiple Exchange Carrier Ordering and Design
NECA	National Exchange Carrier Association
NIS	Network Interconnection Services
NPA	Numbering Plan Area
NXX	Three Digit Central Office Prefix
PIU	Percent of Interstate Use
PLSU	Percent Local Signaling Use
PLU	Percent Local Usage
POI	Point of Interconnection
POT	Point of Termination
RCC	Radio Common Carrier
SS7	Signaling System 7
STP	Signal Transfer Point
SWC	Serving Wire Center
U.S.	United States
USOC	Uniform Service Order Code
V&H	Vertical and Horizontal

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HOW TO USE THIS TARIFF

General

This tariff contains the regulations and rates applicable to Access Services and Network Interconnection Services.

Tariff Structure

This tariff is structured in a manner which separates regulations from rates. The regulations applicable to the services offered in this tariff are placed in sections in the forward part of the tariff; while the rates for those offerings are placed in a single rate section in SECTION 17. References are provided in the service sections of the tariff to assist the tariff user in the location of rates. Similarly, the rate section contains a list of services with applicable rate section numbers.

Abbreviations and Definitions

In the front of this tariff is a list of the abbreviations used in the tariff (see Explanation of Abbreviations, Sheet 3 of this section). In addition, the General Regulations section contains a Definitions sub-section which defines certain technical terms and terms which have a specific meaning within the context of this tariff (see Definitions, Section 2.6.).

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HOW TO USE THIS TARIFF

Technical Publication Information

The issue and availability dates of the Technical Publications referenced in this tariff are as follows:

<u>Publication Number</u>	<u>Issue Date</u>	<u>Date Available to Public</u>
AS No. 1, Issue II	May 1984	May 1984
GR-334-CORE	June 1994	June 1994

Publication AS No. 1, Issue II may be obtained from the National Exchange Carrier Association, Inc., Director, Tariff and Regulatory Matters, 100 So. Jefferson Road, Whippany, NJ 07981. Publication GR-334-CORE may be obtained from Bell Core, 8 Corporate Place, Piscataway, NJ 08854, and the FCC's commercial contractor.

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HOW TO USE THIS TARIFF

Tariff Format

A. Sheet Numbering

Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially within each section. When a new sheet is added between existing sheets with whole numbers, a decimal is added. For example, a new sheet added in Section 2 between sheets 2-6 and 2-7 would be 2-6.1.

B. Sheet Revision Numbers

Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version, for example, the 4th revised sheet 3-4 cancels the 3rd revised sheet 3-4. Because of deferrals, notice periods, etc., the most current sheet revision number on file with the Commission is not always the tariff sheet in effect. Consult supplements for the sheet currently in effect.

C. Section Numbering Sequence

There are nine levels of alpha-numeric coding used in this tariff. Each level is subservient to its next higher level. The following is an example of the numbering sequence used.

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

D. References To Other Tariffs

Whenever reference is made to other tariffs, the reference is to the tariffs in force as of the effective date of the reference, and to amendments thereto and successive issues thereof.

HOW TO USE THIS TARIFF

Supplements

A. Supplements

A supplement can be used to list a group of tariff sheets that are being deferred, suspended or advanced. A supplement contains a brief explanation of the circumstances and a list of the sheets involved. It also informs the user of the disposition of these sheets. A supplement can also be used to cancel a complete tariff.

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1. APPLICATION OF TARIFF

1.1 APPLICATION

1.1.1 General

This tariff contains regulations, rates and charges applicable to the provision of intrastate Access Services provided to Customers by AT&T Communications of Ohio, hereinafter referred to as the Company.

This tariff also contains regulations, rates and charges applicable to the provision of certain Network Interconnection Services, as set forth in Section 10, provided by the Company to any Carrier within the State of Ohio (i) with which the Company has entered into an Interconnection Agreement that addresses, among other matters, mutual compensation for the exchange of Local Traffic, or (ii) that orders such services in anticipation of entering into an Interconnection Agreement with the Company. To the extent that the terms of this tariff are inconsistent with the terms of any Interconnection Agreement between the Company and any Carrier, the terms of such Interconnection Agreement shall govern (except as otherwise provided in such Interconnection Agreement).

The provision of such services by the Company as set forth in this tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

The locations served by the Company and the services available are as set forth in Section 16.3.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.1 Scope

- A. The Company does not undertake to transmit local and long distance messages under this tariff. Transmission of messages in connection with Services is governed by the applicable service provider's tariffs (AT&T in the case of AT&T End Users and other local or long distance carriers in the case of non-AT&T End Users), and is not governed by this tariff.
- B. The Company shall be responsible only for the installation, operation and maintenance of the services it provides.
- C. The Company will, for maintenance purposes, test its service only to the extent necessary to detect and/or clear troubles.
- D. Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff.
- E. The Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.
- F. The Company makes no undertakings under this tariff with respect to any Customer that has provided a Service Order relating to facilities of the Company to another telephone company (such as a provider of service at an Access Tandem), but has not provided a copy of the Service Order directly to the Company under Section 5. Notwithstanding the foregoing, such Customers shall be fully liable for the obligations and undertakings of Customers under this tariff as fully as if such Customers had provided valid Service Orders directly to the Company.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.2 Limitations

A. Assignment or Transfer of Services

The Customer may assign or transfer the use of services provided under this tariff only where there is no interruption of use or relocation of the services. Such assignment or transfer may be made to:

- 1) another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
- 2) a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer. This acknowledgment shall be made within 15 days from receipt of written notification.

All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.2 Limitations (Cont'd)

B. Use and Restoration of Services

The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

C. Sequence of Provisioning

Subject to compliance with the rules mentioned in B. preceding, (1) the Company facilities-based Access Services offered herein will be provided to Customers on a first-come, first-served basis and (2) the Company facilities-based Network Interconnection Services offered herein will be provided to Customers on a first-come, first-served basis.

The first-come, first-served sequence shall be based upon the received time and date recorded, by stamp or other notation, by the Company on Service Orders provided by Customers. These orders must contain all the information as required for each respective service as delineated in other sections of this tariff. Service Orders shall not be deemed to have been received until such information is provided. Should questions arise which preclude order issuance due to missing information or the need for clarification, the Company will attempt to seek such missing information or clarification on a verbal basis. For standard intervals, the Customer may contact the Company's Customer Service Center.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.3 Liability

A. Limits of Liability

The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected.

THE FOLLOWING LANGUAGE IS REQUIRED TO BE INCLUDED IN THIS TARIFF PURSUANT TO THE PUBLIC UTILITIES COMMISSION (PUCO) RULES: Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

B. Acts or Omissions

The Company shall not be liable for any act or omission of any other Carrier or Customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other Carrier or Customer providing a portion of a service.

C. Damages to Customer or End User Premises

The Company is not liable for damages to the Customer Premises or any End User Premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.3 Liability (Cont'd)

D. Explosive Atmospheres

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

E. No License Granted

No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the Customer against claims of patent infringement arising solely from the use by the Customer of services offered under this tariff and will indemnify such Customer for any damages awarded based solely on such claims.

F. Circumstances Beyond the Company's Control

The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, acts or omissions of sub-contractors or suppliers, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.4 Provision of Services

The Company will provide to the Customer, at the Customer's request upon reasonable notice, services offered in this tariff. Services will be made available to the extent that such services are or can be made available with reasonable effort, and the Company determines that sufficient capacity and facilities are available to allow for the provision of such services.

When Special Construction is necessary, the provisions and charges as set forth in this Company's Tariff P.U.C.O. No. 3 will apply.

2.1.5 Points of Termination

Access Services provided under this tariff will include any entrance cable or drop wiring and wire or intrabuilding cable to that point where provision is made for termination of the Company's outside distribution network facilities at a suitable location inside a Customer Premises (i.e., the Point of Termination (POT)). Such wiring or cable will be installed by the Company to the POT. Moves of the POT at the Customer Premises will be as set forth in 2.4.1.C.3. following.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.6 Service Maintenance

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

A. Trouble Reporting

1) Trouble Receipt

The first point of contact (the Company or the Customer) will, upon receipt of the trouble report, be responsible for determining the source of the trouble by testing or other means. If analysis or testing indicates the trouble to be in the service provided by a service provider other than the one taking the report, the holder of the trouble report may refer the trouble report to the appropriate service provider (the Company or the Customer) or the person or entity who initiated the trouble report may be referred to the appropriate service provider.

2) Sectionalization

The Company or Customer identifying the trouble is responsible to initiate sectionalization to the Point of Termination or Point of Interconnection. It is anticipated that the sectionalization could involve cooperative testing and, in the interest of maintaining continuity of service, all entities are expected to participate in this activity when requested.

3) Repair Verification

Repair verification tests, as warranted by the trouble condition found, will be cooperatively performed upon request by the Company or Customer to ensure the service is operational.

4) Reserved For Future Use

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
Chicago, Illinois

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business, substitute, change or rearrange any Company facilities used in providing service under this tariff. Such actions may include, without limitation:

- substitution of fiber or optical facilities,
- change of minimum protection criteria,
- change of operating or maintenance characteristics of facilities, or
- change of operations or procedures of the Company.

In case of any such substitution, change or rearrangement, the transmission parameters will be within the range set forth in applicable sections of this tariff. The Company shall not be responsible if any such substitution, change or rearrangement renders any Customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the Customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the Customer to determine reasonable notification procedures.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.8 Refusal and Discontinuance of Service

- A. If a Customer fails to comply with 2.1.6. preceding or 2.3.1., 2.3.4., 2.3.5., 2.4. or 2.5. following including any Customer's failure to make payments on the date and times therein specified, the Company may, on thirty (30) days written notice to the Customer, take the following actions:
- refuse additional applications for service from the Customer and/or;
 - refuse to complete any pending service orders from the Customer, and/or;
 - discontinue the provision of service to the Customer.

In the case of discontinuance all applicable charges, including termination charges, shall become due.

- B. If a Customer or Customer's End User fails to comply with 2.2.2. following, the Company may, on its own initiative or upon written request from a Customer, an End User or another Carrier, terminate service to any Customer or End User identified as having utilized service provided under this tariff in the completion of abusive or unlawful telephone calls. Service shall be terminated by the Company as provided for in its local exchange service tariffs.

In such instances when termination occurs pursuant to a request, the Company shall be indemnified, defended and held harmless by any Customer, End User or other Carrier requesting termination of service against any suit, claim, loss or damage, including punitive damages, attorney fees and court costs, arising from the Company's actions in terminating such service, unless caused by the Company's negligence.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.8 Refusal and Discontinuance of Service (Cont'd)

- C. Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if the Customer fails to comply with 2.2.1 following, the Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, the Company may temporarily discontinue service forthwith if such action is reasonable in the circumstances. In case of such temporary discontinuance, the Customer will be notified promptly and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.
- D. If the Company does not refuse additional applications for service and/or does not discontinue the provision of the services as specified for herein, and the Customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service and/or to discontinue the provision of the services to the non-complying Customer without further notice.
- E. The Company may immediately, and without notice, discontinue the furnishing of any and/or all services to the Customer if the Company deems that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, other customers, facilities or services. The Company may discontinue service under this Section 2.1.8.E, if the Company determines that a Customer is using, or attempting to use, the services with the intent to avoid the payment, either in whole or in part, of any of the Company's tariffed charges by:
 - Using or attempting to use service by rearranging, tampering with, or making connections not authorized by this tariff to the Company's service, or
 - Using fraudulent means or devices, tricks, false or invalid numbers, false credit devices, or electronic devices, whether directed at the Company or others, or
 - Using any fraudulent means or devices.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

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P.U.C.O. NO. 7

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.8 Refusal and Discontinuance of Service (Cont'd)

F. The Company may discontinue the furnishing of any and/or all services to the Customer or refuse additional applications for service to the extent such services are discontinued or applications are refused by the Incumbent Local Exchange Carrier.

2.1.9 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to the following:

- equipment or facilities additions,
- removal or rearrangements,
- routine preventative maintenance, and
- major switching machine change-out

Generally, such activities are not individual Customer service specific, but may affect many Customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements.

2.1.10 Coordination with Respect to Network Contingencies

The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

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2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.11 Provision and Ownership of Telephone Numbers

The Company reserves the right to assign, designate or change telephone numbers, any other call number designations associated with services provided under this tariff, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary for the Company to make a change in such number(s), the Company will furnish to the Customer six (6) months notice, by Certified US mail of the effective date and an explanation of the reason(s) for such change(s).

2.1.12 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company network. The Company maintains the right to apply protective controls over any traffic carried over its network, including that associated with Access Services or Network Interconnection Services. Generally, protective measures (such as those actions which selectively cancel the completion of traffic) would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

2.1.13 Design Layout Reports

For Access Services, at the request of the Customer, the Company will provide to the Customer the makeup of those facilities, provided by the Company, directly connecting the Customer Premises and the Company's End Office. For Network Interconnection Services the Company will provide the makeup of the facilities between the POI and the Company's End Office. This information will be provided in the form of a Design Layout Record. The Design Layout Record will be provided to the Customer at no charge, and will be reissued or updated whenever these facilities are materially changed.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

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2. GENERAL REGULATIONS

2.2 USE

2.2.1 Interference or Impairment

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this tariff shall not:

- interfere with or impair service over any facilities of the Company, its affiliated companies, or its connecting and concurring carriers involved in its services,
- cause damage to their plant,
- impair the privacy of any communications carried over their facilities, or
- create hazards to the employees of any of them or to the public.

2.2.2 Unlawful and Abusive Use

The service provided under this tariff shall not be used for an unlawful purpose or used in an abusive manner.

Abusive use includes:

- The use of the service of the Company for a call or calls, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another;
- The use of the service in such a manner as to interfere with the use of the service by one or more other Customers.

If a Customer (or any reseller or intermediary in the sales chain between the Customer and an end user) fails to comply with Section 2.2.3. (Use of AT&T Marks), following, the Company may, on written notification to the Customer, immediately deny requests for additional service and/or restrict service to the non-complying Customer. If the non-compliance is not cured to AT&T's reasonable satisfaction within 30 days after the date of notification, the Company may discontinue the service upon five days prior written notice to the Customer (such cure may require, among other things, corrective communications with end users, in addition to cessation of the non-complying use of AT&T's Marks). The Company may pursue any other available remedies with respect to the conduct that constitutes the non-compliance.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

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2. GENERAL REGULATIONS

2.2 USE (Cont'd)

2.2.3 Use of AT&T Marks

When Access Service is resold, neither the Customer nor any other reseller or intermediary in the sales chain between the Customer and an end user may make any use (including but not limited to use in advertising, promotional materials, Internet or other on-line website, stationery, business cards, billing material or signage) of AT&T's name, logo, trademarks and service marks (registered and unregistered), trade dress or other symbols that serve to identify and distinguish AT&T from its competitors ("AT&T's Marks"), or of any confusingly similar name, logo, trademarks and service marks (registered and unregistered), trade dress or other symbols, except that a reseller may:

- A. Use AT&T's Marks in comparative advertising solely to identify AT&T as a competitor, or to identify AT&T's competing services, provided such use is not made in a factually incorrect or misleading context or in a manner that is likely to cause confusion or mistake, or to deceive or to identify AT&T as an underlying provider of the reseller's service;
- B. use AT&T's Marks pursuant to the terms of a separate written brand licensing agreement;
- C. use AT&T's name to the extent it is specifically required by statute, regulation or other government requirement to do so, and;

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

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2. GENERAL REGULATIONS

2.2 USE (Cont'd)

2.2.3 Use of AT&T Marks (Cont'd)

- D. indicate, in response to an unsolicited inquiry from an end user (including a prospective end user), that it uses AT&T as its underlying carrier, provided the reseller also:
- 1) advises the end user that a portion of its service will be provided using reseller's own switching or transmission facilities (if applicable);
 - 2) identifies any other long distance providers the reseller uses in providing service to the end user;
 - 3) advises the end user it will not be an AT&T Customer for the resold service, and;
 - 4) does not emphasize AT&T's name more than either its own name or that of any other long distance provider the reseller uses.

For purposes of this provision, Access Service is resold if the Customer (or any other reseller or intermediary in the sales chain between the Customer and an end user) uses Access Service to reoffer telecommunications service to others (with or without "adding value") for profit.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.1 Damages

The Customer shall reimburse the Company for damages to Company facilities or the facilities of any third party utilized to provide services under this tariff caused by the negligence or willful act of the Customer or resulting from the Customer's improper use of such facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one Customer liable for another Customer's actions. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

2.3.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period. The equipment shall be returned in as good condition as reasonable wear will permit.

2.3.3 Equipment Space and Power

The Customer shall furnish or arrange to have furnished to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at non-Company locations where such services terminate. The selection of ac or dc power shall be mutually agreed to by the Customer and the Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Company facilities used to provide services.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.4 Availability for Testing

Access to facilities used to provide services under this tariff shall 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. Such tests and adjustments shall be completed within a reasonable time. As set forth in 2.4.5.C.4. following, no credit will be allowed for any interruptions involved during such tests and adjustments.

2.3.5 Design of Customer Services

Subject to the provisions of 2.1.7. preceding, the Customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services 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 Company's facilities.

Customer services must be designed and maintained, and sufficient services ordered from the Company, so that the following grades of service are maintained on the Customer's Access Service or Network Interconnection Service trunks:

- For traffic routed via Access Tandems: P.005
- For traffic routed directly to End Offices: P.01

2.3.6 References to the Company

The Customer may advise End Users that certain services are provided by the Company in connection with the service the Customer furnishes to End Users; however, the Customer shall not represent that the Company jointly participates in the Customer's services. This provision applies only with respect to a Customer of an Access Services term plan (including a Contract Tariff or other serving arrangement subject to a term of service requirement) for which (a) the term began prior to July 24, 1998 and (b) the rates, terms and conditions have not been changed after July 24, 1998. For all other Customers, the provisions of Section 2.2.3., preceding, apply.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.7 Indemnification

- A. With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the Customer.
- B. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses and damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's circuits, facilities, or equipment connected to the Company's services provided under this tariff including, without limitation, Worker's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the Customer, its officers, agents or employees.
- C. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the Customer or third parties arising out of any act or omission of the Customer in the course of using services provided under this tariff.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.7 Indemnification(Cont'd)

- D. The Company shall be entitled to be defended, indemnified and saved harmless by any person using the Customer's services from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by such person or any third party, arising out of any act or omission of any party in connection with services provided under this tariff to the full extent that the Customer is entitled to be so defended, indemnified and saved harmless by such person pursuant to contract, tariff or otherwise. The Customer will cooperate with the Company in ensuring that the Company is entitled to the benefits of this subsection.

2.3.8 Coordination with Respect to Network Contingencies

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.9 Jurisdictional Report Requirements

A. General

The Company cannot in all cases determine the jurisdictional nature of Customer traffic and its related minutes of use. In such cases the Customer shall be requested to provide a projected estimate of its split between the intrastate and interstate jurisdictions. The following regulations govern such estimates and their reporting by the Customer.

Pursuant to Federal Communications Commission Order FCC 85-145 released April 16, 1985, interstate usage is to be developed as though every call that enters a Customer network at a point within the same state as that in which the called station (as designated by the called station telephone number) is situated is an intrastate communication and every call for which the point of entry is a state other than that where the called station (as designated by the called station telephone number) is situated is an interstate communication.

1) Jurisdictional Reports

When the Company is unable to determine the jurisdictional nature of the Customer's traffic, the Customer shall report the Percent of Interstate Use (PIU) by LATA and such report will be used for billing purposes.

Effective on the first of January, April, July and October of each year the Customer shall update the jurisdictional report. The Customer shall forward to the Company, to be received no later than twenty (20) days after the first of each such month, a revised report showing the intrastate and interstate percent of use for the past 12 months ending the last day of December, March, June and September, respectively for each LATA. The revised report will serve as the basis for the next three (3) months billing and will be effective on the bill date for that service. No prorating or back billing will be done based on the revised report.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.9 Jurisdictional Report Requirements (Cont'd)

A. General (Cont'd)

1) Jurisdictional Reports (Cont'd)

If the Customer does not supply the jurisdictional reports, the Company may deem the Customer to have reported percentages that are the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company may deem the Customer to have reported percentages that are the same as those provided in the order for service. Absent percentages supplied (or deemed by the Company to have been supplied) by the Customer, the Company will, only for that portion of the Customer's usage for which the Company is unable to determine the appropriate jurisdiction, bill the Customer's usage at the jurisdictional rate which produces the highest charge. This default billing procedure will remain in effect until the Customer: provides call detail information to the Company pursuant to 2.3.11 following (if the provision of such information would permit the Company to determine jurisdiction), supplies the necessary jurisdictional percentages, or agrees with the Company on an alternate default billing procedure.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.9 Jurisdictional Report Requirements (Cont'd)

B. Jurisdictional Audits

The Customer shall keep sufficient detail from which the percentages of use reported to the Company (or deemed by the Company to have been reported) can be verified and upon request of the Company make such records available for inspection and audit. The Customer shall supply the required data to the Company within 30 calendar days of the Company request. The Customer must maintain these records for 24 months from the date the report became effective for billing purposes.

Initiation of an audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for a single Customer no more than once per year.

In the event that an inspection or audit reveals that any Customer reported percentages of use were incorrect, the Company shall apply the inspection or audit result to all usage affected by the inspection or audit. The Customer shall be back billed or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Back billed amounts are subject to a late payment penalty as set forth in 2.4.2.C. following.

Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of charges to the Company of five (5) percent or more of the total Access Services or Network Interconnection Services bill, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be bills, in reasonable detail, submitted to the Company by the auditor.

Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.10 Determination of Charges for Mixed Intrastate, Interstate and/or
Local Usage

A. Usage Sensitive Rate Elements

When the Customer's usage has mixed intrastate and interstate traffic, for that portion of the usage for which the Company is unable to determine the appropriate jurisdiction, the usage charges will be prorated between the intrastate and interstate. The jurisdictional percentages or default procedure set forth in 2.3.9. preceding, will serve as the basis for prorating the charges.

B. Monthly and Nonrecurring Chargeable Rate Elements

When the jurisdiction of the rate element can be determined by the Company the charges applicable to the appropriate jurisdiction will be applied. Rate elements for which the Company cannot determine the appropriate jurisdiction will be prorated between intrastate and interstate. The jurisdictional percentages or default procedure set forth in 2.3.9. preceding, will serve as the basis for prorating the charges.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.11 SS7 Signaling; Call Detail Information

A. SS7 Signaling

The Customer will use SS7 signaling to set up Calls pursuant to this tariff. The Customer shall provide Calling Party Number (CPN) within the SS7 signaling message, if available. If it is technically infeasible for the Customer to use SS7, multi-frequency (MF) signaling shall be used by the Customer. The Customer may elect to arrange for signaling connectivity through a third party provider which is connected to the Company's SS7 network.

B. Call Detail Information

To the extent not provided pursuant to A. preceding, the Customer shall, to the extent technically feasible and consistent with industry standards, cause to be transmitted to the Company with each Call information sufficient to identify the originating and terminating telephone numbers for such Call and each Carrier (including the Customer) with respect to such Call.

C. Reserved For Future Use

2.3.12 Supervisory Signaling

The Customer's facilities connected to Access Service or Network Interconnection Service shall provide the necessary On-hook, Off-hook, answer and disconnect supervision.

2.3.13 Provision of Facility and Trunking Requirements

At the request of the Company, the Customer shall provide to the Company estimates of its facility and trunking requirements by End Office for each month in the ensuing 12-month period. Requests by the Company for such estimates will not be made more than once every six months.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.14 Sales, Use and Other Taxes/Charges

The Customer is responsible for the payment of its portion of any sales, use, gross receipts, excise, franchise, access or other local, state and federal taxes, charges or surcharges (however designated), excluding taxes on the Company's net income, imposed on or based upon the provision, sale or use of services.

If the Company becomes liable for any sales, use, gross receipts, excise, franchise, access or other local, state or federal taxes, charges or surcharges (however designated), excluding taxes on the Company's net income, which are imposed on or based upon the provision, sale or use of services, and which are in addition to such taxes, charges or surcharges already specified in this tariff, in such event the Company may seek recovery for payment of such taxes, charges or surcharges from the date that the Company first became liable for same.

In the event of any dispute over the lawfulness of any tax, charge or surcharge, the Company may elect to impose such tax, charge or surcharge during such dispute, unless otherwise ordered by a court or other lawful authority with jurisdiction. The Company shall credit or refund any funds thus collected, if ordered to do so by such court or other lawful authority if such funds were retained by the Company, or were returned to the Company by the taxing jurisdiction which imposed such tax charge or surcharge.

2.3.15 Settlements Through Other Carriers

Where traffic is transmitted through the facilities of another Carrier, including the Incumbent Local Exchange Carrier, the Company and the Customer may permit such other Carrier to act on their behalf for billing and settlements relating to such traffic.

In certain circumstances, the Company makes arrangements with another carrier (an "Intermediate Carrier") under which the Intermediate Carrier will provide services that may include, without limitation, data base, switching and/or transport services in connection with Calls and is authorized by the Company to bill the Customer for all access services under the Intermediate Carrier's tariff as if all such services had been provided by the Intermediate Carrier. Where such arrangements are in effect, the terms and conditions governing payment (including applicable rates and charges) for services shall be governed by the applicable tariff of the Intermediate Carrier (or other arrangement in effect between the Intermediate Carrier and the Customer), rather than this Tariff.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

(D)

2.3.16 Identification and Rating of Toll VoIP-PSTN Traffic

A. Scope

This section only applies to toll VoIP-PSTN traffic exchanged between the Company and the customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. Toll VoIP-PSTN traffic originates and/or terminates in IP format if it originates from and/or terminates to an end-user customer of a service that requires Internet protocol-compatible customer premises equipment.

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1. This section governs the identification of originating and terminating intrastate toll VoIP-PSTN traffic and facilities to which interstate switched access rates apply (unless the parties have agreed otherwise) in accordance with the transitional Intercarrier Compensation framework for toll VoIP-PSTN traffic adopted by the Federal Communications Commission in its Report and Order, FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order"). Specifically, this section establishes the method that will be used to identify the percentage of the customer's intrastate access traffic, that will be treated as intrastate toll VoIP-PSTN traffic (referred to in this tariff as " Relevant Toll VoIP-PSTN Traffic"),
2. This section applies to originating and terminating intrastate switched access minutes of use ("MOU") and facility rate elements of all Access customers.
3. The customer shall not modify its reported PIU factor to account for the toll VoIP-PSTN Traffic for MOU and facility rate elements.

B. Rating of Toll VoIP-PSTN Traffic

The Relevant Toll VoIP-PSTN Traffic terminating from the customer to the Company and facility rate elements identified in accordance with this tariff section will be billed at rates equal to the Company's applicable tariffed terminating interstate switched access rates as specified at <http://serviceguide.att.com/ABS/ext/TariffDetails.cfm> in AT&T's F.C.C. No. 28, Section 17.13.3-17.15.1, unless the corresponding intrastate rate is lower. If the intrastate rate is lower, then the intrastate rate will be applied to the relevant VoIP-PSTN Traffic for billing. Relevant VoIP-PSTN Traffic originating from the Company or another provider to the customer will be rated using intrastate rates and rate structure until June 30, 2014.

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Issued: July 20, 2012

Effective: August 20, 2012

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 12-2123-TP-ATA.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

(D)

2.3.16 Identification and Rating of Toll VoIP-PSTN Traffic (Continued)

C. Calculation and Application of Percent-VoIP-Usage Factors

The Company will determine the number of Relevant Toll VoIP-PSTN Traffic terminating MOU and facility rate elements to which VOIP rates will be applied under subsection (B), above, by applying the Percent VoIP Usage ("PVU") factor to the intrastate access terminating MOU exchanged and facilities between the Company and the customer. The PVU factors will be derived and applied as follows:

(T)
(T)
(T)

1. The customer will calculate and furnish to the Company a factor (the "PVUC") on an ACNA basis which would aggregate traffic from Carrier Identification Code(s) ("CIC") or Operating Company Numbers ("OCNs") associated with the ACNA. This PVUC represents the percentage (whole number) of the total terminating intrastate access MOU that the customer exchanges with the Company end users in the State, that is sent to the Telephone Company that originated in IP format at the end user. This PVUC shall be based on information such as the number of the customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

(T)
(N)
(N)
(T)
(T)
(T)

2. The Company will calculate and periodically update a factor (the "PVUT") representing the percentage (whole number) of the total intrastate access MOU that the Company exchanges with the customer end users in the State, that is received from the Customer and terminated in IP format at the end user. This PVUT shall be based on information such as the number of the customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

(T)
(T)
(T)

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd) (D)

2.3.16 Identification and Rating of Toll VoIP-PSTN Traffic (Continued)

C. Calculation and Application of Percent-VoIP-Usage Factors
(Continued)

3. The Company will develop a Customer Percent VoIP Usage ("PVU") factors combining the Customer's PVUC factor with the Company's PVUT factor. (T)
(T)

a. The PVU calculation below is applied when the Company does not bill based on actual call detail records for the intrastate Company's IP traffic at relevant VOIP rates. (T)
(T)

PVU = PVUC + [PVUT x (1-PVUC)] is applied to the traffic (T)
exchanged between the Company and customers end user's total (T)
intrastate MOU and facility rate elements

Example: The customer reported that their PVUC as 40%. The Company's PVUT is 10%. This results in the following: (T)

PVU = 40% plus (10% times (1-40%)) = 46%

This means that 46% of the terminating Intrastate MOU exchanged between the customer and the Company's end users will be rated at VOIP rates. (T)
|
(T)

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

(D)

2.3.16 Identification and Rating of Toll VoIP-PSTN Traffic (Continued)

C. Calculation and Application of Percent-VoIP-Usage Factors
(Continued)

- b. The PVU calculation below is applied when the Company bills are based on the actual call detail records for the intrastate Company's IP traffic at VOIP rates.

(T)

(T)

The formula for usage will be as follows:

PVU = PVUC x (1-PVUT) applied to the traffic exchanged between the customer and the Company's TDM end user's total terminating intrastate MOU.

(T)

PVU = PVUC + [PVUT x (1-PVUC)] is applied to the facility rate elements

Example: The Company has identified that there was 10,500 Intrastate MOU that were identified exchanged between the Customer and the Company's IP end users. The Customer reported that their PVUC as 40%. The Company's PVUT is 10%. This results in the following:

(T)

(T)

(T)

$PVU = 40\% \text{ times } (1-10\%) = 36\%$

This means that 36% of the terminating Intrastate MOU exchanged between the Customer and the Company's TDM end users will be rated at VOIP rates and the intrastate 10,500 MOU will also be rated at Interstate rates.

(T)

(T)

(T)

For the facility rate elements the formula that is applied to the intrastate dedicated facilities is as follows:

$PVU = 40\% \text{ plus } (10\% \text{ times } (1-40\%)) = 46\%$

Therefore 46% of the Intrastate facilities will be rated at VOIP rates.

(T)

4. If the customer does not furnish the Company with a PVUC pursuant to the preceding paragraph (C)(1), the Company will utilize a customer PVUC of 0%.

(T)

(T)

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

(D)

2.3.16 Identification and Rating of Toll VoIP-PSTN Traffic (Continued)

(D)

(D)

D. PVU Factor Updates

The customer and the Company must update the PVUC factor using the method set forth in subsection (C) (1) through (4), above. The customer shall forward to the Company, no later than September 15, 2012, this new PVUC factor.

(T)

(T)

(N)

(N)

Prospectively, the customer may update the PVUC factor quarterly using the method set forth in subsection (C)(1) through (4) above. If the customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVUC factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVUC to calculate a revised PVU. The revised PVU factor will only apply prospectively and serve as the basis for billing until superseded by a new PVU.

(N)

(N)

(T)

(T)

E. PVU Factor Verification

Not more than twice in any year, either party may ask to verify the PVU factor furnished. Both parties shall comply and shall reasonably provide the records and other information used to determine their PVU, as specified in section (C) (1) and (4) above. Both parties shall retain and maintain (for verification purposes) the records and other information used to determine the PVU for at least 12 months after the PVU is filed (or longer if any other section of the Company's tariffs or applicable law requires a longer period). The verification process shall be conducted consistent with the provisions in the AT&T F.C.C. No. 28, Section 2.3.10. Any billing disputes related to PVU factors will be addressed using the existing claim process outlined in AT&T F.C.C. No. 28, Section 2.4.2-2.

(T)

(T)

Issued: July 20, 2012

Effective: August 20, 2012

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 12-2123-TP-ATA.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.16 Identification and Rating of Toll VoIP-PSTN Traffic (Continued)

F. Verification Process

(N)

The Company will review these Customers provided PVUC records referenced in E. above. If the review results represent what the Company considers to be a substantial deviation from the customer's previously reported PVUC or if the PVUC appears unreasonable as compared to other related types of data, the Company will contact the customer within 30 days. This deviation issue will be dealt within one of the following ways. The current PVUC will continue to be utilized until resolution from either of the 2 methods below.

1. The Company and the customer will come to an agreement as to an appropriate PVUC within 30 days of receipt of the customer's PVUC records, bringing the issue to the customer's attention.
2. Within 45 days of the receipt of these records by the Company, either the Company or the customer may make the customer's PVUC records available to an independent auditor (no less reputable than the firm that such party would use in the normal course of business for its annual report) for review and to determine the PVUC. The party requesting the independent audit will be responsible for all costs associated with the audit. If these PVUC records are not available or these records are not reasonable enough for the auditor to calculate the PVUC, then a PVUC factor of zero will be assigned if this is the customer's initial factor. If this is an update to a previous factor, the previous factor will be utilized until either a PVUC can be agreed upon between the Company and the customer or an audit can be completed utilizing records acceptable for determination of a PVUC by the auditor. When an auditor determines a PVUC, that PVUC will be employed until the next customer-provided PVUC is available as referenced in the (D) or (F) procedures above. The Company will apply the auditor-determined PVUC retroactively to the date when the reviewed PVUC was submitted by the Customer.

(N)

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.16 Identification and Rating of Toll VoIP-PSTN Traffic (Continued)

F. Verification Process (Continued)

(N)

3. If the review of the Company's PVUT factor represents what the customer considers to be a substantial deviation from the Company's previously applied PVUT, or if the PVUT appears unreasonable as compared to other related types of data, the customer will notify the Company within 30 days of receipt and the question of reasonableness and acceptance will be resolved.
 - a. The Company will provide the records within 10 days after notice, and the Company and the customer may agree to an appropriate PVUT within 30 days of the provision of the PVUT records.
 - b. Within 45 days of the receipt of these records by the customer, either the Company or the customer may make the Company PVUT records available to an independent auditor (no less reputable than the firm that such party would use in the normal course of business for its annual report) for review and to determine the PVUT. The party requesting the independent audit will be responsible for all costs associated with the audit. The Company will apply the auditor-determined PVUT retroactively to the date when the customer's most recent PVUT was submitted.

G. Initial PVU Factor

If the PVU factors are not available and/or cannot be implemented in the Company's billing system by January 1, 2012, when the factors are available and can be implemented in the Company's billing systems, the Company will adjust the customer's bills to reflect the PVU factors retroactively to January 2012 usage and facilities. In calculating the initial PVUC factors, the Company will employ the customer-specified PVUC retroactively to January 2012 usage and facilities, provided that the customer provides the factor to the Company no later than 30 days from the effective date of this tariff. Otherwise, it will set the initial PVU factors, as specified in subsection (C)(4) above.

(N)

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.1 Description of Rates and Charges

There are three types of rates and charges that can apply to Access Services or Network Interconnection Services. These are monthly recurring rates, usage rates and nonrecurring charges. These rates and charges are applied differently to the various rate elements as set forth in applicable sections of this tariff. Other charges may also apply as set forth in D. following.

A. Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have thirty (30) days.

B. Usage Rates

Usage rates are rates that apply only when a specific rate element is used. These are applied on a per occurrence (e.g., access minute or query) basis. Usage rates are accumulated over a monthly period.

C. Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation of new services or rearrangements of installed services).

1) Installation of Service

The nonrecurring charges applicable to the installation of Access Services or Network Interconnection Services are applied on a per facility, trunk or other basis as specified in SECTION 17. In addition, certain nonrecurring charges may consist of "first" and "additional" charges. When charges are listed in this manner, the "first" charge applies to the first facility or trunk specified on the order, with the "additional" charge applied to each additional facility or trunk specified on the same order.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
Chicago, Illinois

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.1 Description of Rates and Charges (Cont'd)

C. Nonrecurring Charges (Cont'd)

2) Service Rearrangements

Service Rearrangements are changes to existing (installed) services which do not result in a change in the minimum period requirements, a change in the physical location of the Point of Termination (POT) at the Customer Premises or a change of the Customer's Point of Interconnection (POI). Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts. Changes in the physical location of the POT or POI are treated as moves and are described and charged for as set forth in 3) following.

The charge to the Customer for a service rearrangement is dependent on whether the change is "records only" or administrative in nature or involves an actual physical change to the service. "Records only" changes as set forth in Section 5.4.1.A. will be made without charge(s) to the Customer. The charges for administrative changes are as set forth in Section 5.4.2. The charges applicable to all other rearrangements are as set forth in applicable sections of this tariff.

3) Moves

A move involves a change in the physical location of the POT at the Customer Premises or the Customer's POI. The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.

a. Moves Within the Same Building

When the move is to a new location within the same building, the Service Order Charge and one-half of all other applicable nonrecurring charges will apply. There will be no change in the minimum period requirements.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.1 Description of Rates and Charges (Cont'd)

C. Nonrecurring Charges (Cont'd)

3) Moves (Cont'd)

b. Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

4) Ordering Charges

Certain nonrecurring charges apply in connection with the ordering of Access Services or Network Interconnection Services as set forth in Section 5 (e.g., Service Order Charge, Service Date Change Charge, Design Change Charge).

5) Engineering Charges

Engineering Charges apply in connection with Network Interconnection Service. These charges apply per DS1 trunk group (24 trunks).

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.2 Payment of Rates, Charges and Deposits

A. Deposits

The Company will only require a Customer which has a proven history of late payments to the Company or does not have established credit, to make a deposit prior to or at any time after the provision of a service to the Customer. No such deposit will be required of a Customer who is a successor of a Company which has established credit and has no history of late payments to the Company. Such deposit will not exceed the actual or estimated rates and charges for the service for a two (2) month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded.

Such a deposit will be refunded or credited to the account when the Customer has established credit or, in any event after the Customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the Customer. In case of a cash deposit, simple interest will be paid in accordance with Ohio Administrative Code 4901:1-17-05.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.2 Payment of Rates, Charges and Deposits (Cont'd)

B. Bill Dates

The Company shall bill on a current basis all charges incurred by and credits due to the Customer under this tariff attributable to services established or discontinued during the preceding billing period. In addition, the Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears. The bill day (i.e., the billing date of a bill for a Customer for service under this tariff), the period of service each bill covers and the payment date will be as follows:

- 1) Reserved for Future Use

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.2 Payment of Rates, Charges and Deposits (Cont'd)

B. Bill Dates (Cont'd)

2) Access Service and Network Interconnection Service

Unless otherwise provided in this tariff, for Access Service and Network Interconnection Service, the Company will establish a bill day each month for each Customer account or advise the Customer in writing of an alternate billing schedule. Alternate billing schedules shall not be established on less than sixty (60) days notice or initiated by the Company more than twice in any consecutive twelve (12) month period.

The bill will cover non-usage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due in Immediately Available funds in U.S. dollars by the payment date, as set forth in C. following. If payment is not received by the payment date, a late payment penalty will apply as set forth in C. following.

Notwithstanding the above, bills will not be issued for amounts under \$105.00. In such cases Customer billing will be held until the total amount of the bill equals or exceeds \$105.00 or the Customer discontinues its service with the Company.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.2 Payment of Rates, Charges and Deposits (Cont'd)

C. Payment Dates and Late Payment Charges

- 1) All bills dated as set forth in B.2. preceding, provided to the Customer by the Company are due thirty (30) days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in Immediately Available funds in U.S. dollars. If the Customer does not receive a bill at least twenty (20) days prior to the 30 day payment due date, then the bill shall be considered delayed. When the bill has been delayed, upon request of the Customer the due date will be extended by the number of days the bill was delayed. Such request of the Customer must be accompanied with proof of late bill receipt.

If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer as follows:

- If the payment date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Legal Holiday.
- If the payment date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.2 Payment of Rates, Charges and Deposits (Cont'd)

C. Payment Dates and Late Payment Charges (Cont'd)

- 2) Further, if no payment is received by the payment date or if a payment or any portion of a payment is received by the Company after the payment date as set forth in 1) preceding, or if a payment or any portion of a payment is received by the Company in funds which are not Immediately Available funds in U.S. dollars, then, subject to billing and systems availability, a Late Payment Charge shall be due to the Company. The Late Payment Charge shall be the payment or the portion of the payment, in excess of \$25.00, not received by the payment date times a late factor.

The late factor shall be 1.5% per month (unless an applicable law or regulation specifies a lower rate to be charged) or portion thereof applied from the 31st calendar day after payment date to and including the date that the Company actually receives the payment. The Late Payment Charge shall be assessed monthly, based on the delinquent balance maintained on the account at that time.

D. Billing Disputes Resolved in Favor of the Company

In the event that a Customer disputes all or part of the billed amount, the Customer shall pay the disputed amount in a manner agreed to by the Company and the Customer. In the event that the Customer does not pay the disputed amount in full pending resolution of the dispute, Late Payment charges will not apply to amounts withheld pending settlement of the dispute. If the Company sustains the charges after investigating the dispute, the applicable Late Payment Charges shall be deemed correct and binding on the customer. If, alternately, the Company credits the charges after investigating the dispute, the Late Payment Charges will not apply.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.2 Payment of Rates, Charges and Deposits (Cont'd)

E. Billing Disputes Resolved in Favor of the Customer

If the Customer pays the total billed amount as required under D. preceding and disputes all or part of the amount, the Company will refund any overpayment. In addition, the Company will pay to the Customer penalty interest on the overpayment. When a claim is filed within ninety (90) days of the due date, the penalty interest period shall begin on the payment date. When a claim is filed more than ninety (90) days after the due date, the penalty interest period shall begin from the date of the claim or the date of overpayment, whichever is later.

The penalty interest period shall end on the date that the Company actually renders the overpayment to the Customer. The penalty interest rate shall be the rate set forth in C.2) preceding.

F. Proration of Charges

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period will be prorated to the number of days based on a thirty (30) day month. The Company will, upon request, furnish within thirty (30) days of a request and at no charge to the Customer such detailed information as may reasonably be required for verification of any bill.

G. Rounding of Charges

When a rate as set forth in this tariff is shown to be more than two decimal places, the charges will be determined using the rate shown. The resulting total amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.3 Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month except as otherwise specified. Usage rated services (e.g., Tandem-Switched Transport) have no minimum period.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not. The applicable charge will be the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period plus any usage, nonrecurring and/or Special Construction charge(s) that may be due.

2.4.4 Cancellation of an Order for Service

Provisions for the cancellation of an order for service are set forth in Section 5.5.

2.4.5 Credit Allowance for Service Interruptions

A. General

A service is interrupted when it becomes unusable to the Customer because of a failure of a facility or component used to furnish service under this tariff or in the event that the protective controls applied by the Company as set forth in 2.1.12 preceding result in the complete loss of service by the Customer. An interruption period starts when an inoperative service is reported to the Company, and ends when the service is operative.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.5 Credit Allowance for Service Interruptions (Cont'd)

B. When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption shall be provided unless one or more of the conditions set forth in Section 2.4.5.C. applies.

1) Credit Allowance Computation

For flat rated Access Service or Network Interconnection Service rate elements, no credit shall be allowed for an interruption of less than thirty (30) minutes. The Customer shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of thirty (30) minutes or Major Fraction Thereof that the interruption continues.

The monthly charges used to determine the credit shall be the total of all the monthly rate element charges associated with the service.

2) Credit Allowances Cannot Exceed Monthly Charges

The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the monthly recurring rate for the service interrupted in any one billing period.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.5 Credit Allowance for Service Interruptions (Cont'd)

C. When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- 1) Interruptions caused by the negligence of the Customer.
- 2) Interruptions of a service due to the failure of equipment or systems provided by the Customer or others.
- 3) Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated.
- 4) Interruptions of a service when the Customer has released that service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer prior to the release of that service.
- 5) Periods when the Customer elects not to release the service for testing and/or repair and continue to use it on an impaired basis.
- 6) An interruption or a group of interruptions, resulting from a common cause, that would result in credit in an amount less than one dollar.
- 7) Interruptions of a service which continue because of the failure of the Customer to authorize replacement of any element of Special Construction. The period for which no credit allowance is made begins on the seventh day after the Customer receives the Company's written notification of the need for such replacement and ends on the day after receipt by the Company of the Customer's written authorization for such replacement.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

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Chicago, Illinois

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.5 Credit Allowance for Service Interruptions (Cont'd)

D. Use of an Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

E. Temporary Surrender of a Service

In certain instances, upon notification, the Customer may be requested by the Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the Customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of thirty (30) minutes or Major Fraction Thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
Chicago, Illinois

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.6 Re-establishment of Service Following Fire, Flood or Other Occurrence

A. Nonrecurring Charges Do Not Apply

Nonrecurring charges do not apply for the re-establishment of service following a fire, flood or other occurrence attributed to an Act of God provided that:

- 1) The service is of the same type as was provided prior to the fire, flood or other occurrence.
- 2) The service is for the same Customer.
- 3) The service is at the same location on the same premises.
- 4) The re-establishment of service begins within sixty (60) days after Company service is available. (The sixty (60) day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period).

B. Nonrecurring Charges Apply

Nonrecurring charges apply for establishing service at a different location on the same premises or at a different premises pending re-establishment of service at the original location.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.7 Title or Ownership Rights

The payment of rates and charges by Customers for the services offered under the provisions of this tariff does not assign, confer or transfer title or ownership rights to service designs, proposals, configurations or facilities developed or utilized, respectively, by the Company in connection with the provision of such services.

2.4.8 Access Services Provided By More Than One Telephone Company

When an Access Service is provided by more than one telephone company, Meet Point Billing is required as set forth in A. following.

A. Meet Point Billing

The regulations and procedures applicable to Meet Point Billing are as set forth below. These regulations and procedures are in conformance with the provisions of the Multiple Exchange Carrier Access Billing (MECAB) and the Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines.

- 1) Each company providing the access service will receive an order or a copy of the order from the Customer as specified in 5.2.1. following, and arrange to provide its portion of the service.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.8 Access Services Provided By More Than One Telephone Company
(Cont'd)

A. Meet Point Billing (Cont'd)

- 2) When the order is placed with this Company, as specified in 5.2. following, the Company will notify the Customer whether the Access Service may be billed under a single bill or a multiple bill arrangement. Under the single bill arrangement, one company bills the Customer for the Access Service. The bill rendered includes the applicable tariffed rates and charges for each company involved in providing the Access Service. Under the multiple bill arrangement, each company providing the access service renders a bill to the Customer for its portion of the service. The bill rendered includes the applicable tariffed rates and charges for each company involved in providing the Access Service. The Company will also notify the Customer of (a) the company(ies) that will render bills, (b) the company(ies) to whom payment should be made and (c) the company(ies) that will provide the bill inquiry function. The Company shall provide such notification at the time that orders are placed. Additionally, the Company shall provide such notice in writing 30 days in advance of any changes.
- 3) Each company will provide its portion of the Access Service to an interconnection point(s) with the other company(ies) involved.
- 4) Billing Percentages will be determined for the Access Service by the companies involved. The Billing Percentages will be applied as set forth in B. following.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.8 Access Services Provided By More Than One Telephone Company
(Cont'd)

B. Determination of Charges

- 1) The charges for all Access Service rate elements provided by this Company in a Meet Point Billing arrangement, except the Tandem-Switched Facility rate element, are determined without the application of Meet Point Billing Percentages.
- 2) The charges for the Tandem-Switched Facility rate element are determined as follows:
 - a. Determine the appropriate mileage between the two ends of the facility as set forth in Section 15.3.6.
 - b. Determine the billing percentage (BP) which represents the portion of the service provided by this Company as set forth in Section 16.4.
 - c. Multiply the number of Access Minutes routed over the facility times the number of airline miles, determined as set forth in a. preceding, times the BP determined as set forth in b. preceding, times the Tandem-Switched Facility rate.
- 3) The charges for the portion(s) of the access service provided by other companies are determined in accordance with the tariffs of those other companies.

2.4.9 State Taxes

Certain telecommunication services, as defined in the Ohio Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate or terminate in Ohio, or both, and are charged to an End User's telephone number or account in Ohio.

2. GENERAL REGULATIONS

2.5 CONNECTIONS

Equipment and systems (i.e., terminal equipment, multiline terminating systems and communications systems) may be connected with Access Service furnished by the Company where such connection is made in accordance with the provisions specified in Technical Reference Publication AS No. 1, Issue II and in Section 2.1 of this tariff.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
Chicago, Illinois

2. GENERAL REGULATIONS

2.6 DEFINITIONS

Access Minutes

For the purpose of calculating chargeable usage, the term "Access Minutes" denotes Customer usage, in minutes of use, of Access Service in the provision of intrastate service. Unless otherwise provided in this tariff, on the originating end of an intrastate Call, usage is measured from the time the originating End User's Call is delivered by the Company to and acknowledged as received by the Customer's facilities connected with the originating exchange, and on the terminating end of an intrastate Call, usage is measured from the time the Call is received by the End User in the terminating exchange. Unless otherwise provided in this tariff, timing of usage at both originating and terminating ends of an intrastate Call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable.

Access Service

The term "Access Service" denotes the use of the network or facilities of the Company to enable a Customer to originate or terminate a Call. Notwithstanding the foregoing, "Access Service" does not include any service that constitutes Network Interconnection Service.

Access Tandem

The term "Access Tandem" denotes a switching system which provides a concentration and distribution function for originating or terminating traffic between the Customer Premises and End Offices that are served by such Access Tandem.

ACNA

(N)

Access Customers Name Abbreviation

(N)

Affiliate

The term "Affiliate" denotes a person or entity that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person or entity. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of 50 percent or more.

2. GENERAL REGULATIONS

2.6 DEFINITIONS (Cont'd)

Business Day

The term "Business Day" denotes the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 a.m. to 5:00 or 6:00 p.m., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour workweek. However, Business Day hours for the Company may vary based on Company policy, union contract and location.

Call

The term "Call" denotes an End User or Customer attempt for which complete address information (e.g., 7 or 10 digits) is provided to the serving dial tone office.

Carrier or Common Carrier

The term "Carrier" or "Common Carrier" denotes a Local Exchange Carrier or Interexchange Carrier.

Central Office

See End Office.

Central Office Prefix

The term "Central Office Prefix" denotes the first three digits (NXX) of the seven-digit telephone number assigned to an End User's Local Exchange Service.

Channelize

The term "Channelize" denotes the process of multiplexing/demultiplexing wider bandwidth or higher speed channels into narrower bandwidth or lower speed channels.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
Chicago, Illinois

2. GENERAL REGULATIONS

2.6 DEFINITIONS(Cont'd)

Communications System

The term "Communications System" denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

Company

The term "Company" denotes AT&T Communications of Ohio, Inc., which is the issuer of this tariff.

Customer(s)

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this tariff.

Customer Premises

The term "Customer Premises" denotes the premises designated or used by the Customer for the provision of Access Service.

Dial Around Service

Dial Around Service allows an End User to reach a non-presubscribed Interexchange Carrier via dialing 10XXX or 101XXXX.

DLS End User

The term "DLS End User" means an End User which purchases the AT&T Digital Link Service offering pursuant to the Company's Local Exchange Service tariff.

DLS End Office

The term "DLS End Office" means an End Office used in connection with the provision of the AT&T Digital Link Service offering pursuant to the Company's Local Exchange Service Tariff.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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2. GENERAL REGULATIONS

2.6 DEFINITIONS (Cont'd)

DS1 Facility

The term "DS1 Facility" denotes a facility that is capable of transmitting electrical signals at a nominal rate of 1.544 Mbps, with the capability to channelize up to 24 voice-frequency transmission paths.

DS3 Facility

The term "DS3 Facility" denotes a facility that is capable of transmitting electrical or optical signals at a nominal rate of 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths.

End Office

The term "End Office" denotes a Company switching system where Local Exchange Service customer station loops (including dedicated digital links from a DLS End User) are terminated for purposes of interconnection to each other and to trunks.

End User

The term "End User" means any customer of telecommunications service that is not a carrier, except that a carrier other than a telephone company shall be deemed to be an "End User" when such carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an "End User" if all resale transmissions offered by such reseller originate on the premises of such reseller.

Exchange

The term "Exchange" means a geographical service area established by an Incumbent Local Exchange Carrier and approved by the Commission, which usually embraces a city, town, or village and a designated surrounding or adjacent area. It typically encompasses one or more central offices, together with the associated plant used in furnishing telecommunications service to the general public. There are currently 748 exchanges in the state.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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2. GENERAL REGULATIONS

2.6 DEFINITIONS (Cont'd)

First Point of Switching

The term "First Point of Switching" denotes the first Company location at which switching occurs on the terminating path of a Call proceeding from the Customer Premises to the terminating End Office (including DLS End Offices) and, at the same time, the last Company location at which switching occurs on the originating path of a Call proceeding from the originating End Office to the Customer Premises.

Immediately Available funds in U.S. dollars

The term "Immediately Available funds in U.S. dollars" denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

Incumbent Local Exchange Carrier (ILEC)

The term "Incumbent Local Exchange Carrier" shall mean any Carrier that constitutes an "incumbent local exchange carrier" pursuant to the Telecommunications Act of 1996 or that is treated as an "incumbent local exchange carrier" pursuant to the Telecommunications Act of 1996.

Individual Case Basis (ICB)

The term "Individual Case Basis" denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

Interconnection Agreement

The term "Interconnection Agreement" denotes a lawful written agreement between the Company and a Local Exchange Carrier (including an agreement pursuant to the Telecommunications Act of 1996) relating to the mutual termination of Local Traffic.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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2. GENERAL REGULATIONS

2.6 DEFINITIONS (Cont'd)

Interexchange Carrier (IC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate communication by fiber optics, wire or radio or any suitable technology or combination of technologies, between two or more exchanges and not acting in its capacity as a provider of local exchange service.

Intermediate Carrier

The term "Intermediate Carrier" denotes another carrier with which the Company has made an arrangement under which the carrier will provide services that may include, without limitation, data base, switching and/or transport services in connection with calls and is authorized by the Company to bill the Customer for all access services under the carrier's tariff as if all such services had been provided by the carrier.

Interstate Communications

The term "Interstate Communications" denotes both interstate and foreign communications.

Intrastate Communications

The term "Intrastate Communications" denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Legal Holiday

The term "Legal Holiday" denotes a day other than a Saturday or Sunday for which the Company is normally closed.

Local Access and Transport Area (LATA)

The term "Local Access and Transport Area" denotes an area in which a Local Exchange Carrier is permitted to provide service, as defined in the Telecommunications Act of 1996.

2. GENERAL REGULATIONS

2.6 DEFINITIONS (Cont'd)

Local Exchange Carrier

The term "Local Exchange Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in providing Local Exchange Service.

Local Exchange Service

The term "Local Exchange Service" denotes a service which provides for exchange telephone communication within a local calling area.

Local Traffic

For the purposes of this tariff, the term "Local Traffic" means (1) "local traffic" as that term is defined in the Local Service Guidelines of the PUCO, or (2) calls that originate and terminate within the territory otherwise agreed to by the Company and a Customer in an Interconnection Agreement as the territory within which Calls subject to the reciprocal compensation provisions of the Interconnection Agreement are originated and terminated. "Local Traffic" shall also be subject to any other restrictions specified in an Interconnection Agreement.

Major Fraction Thereof

The term "Major Fraction Thereof" denotes any period of time in excess of 1/2 of the stated amount of time. As an example, in considering a period of 24 hours, a Major Fraction Thereof would be any period of time in excess of 12 hours exactly.

Message

The term "Message" denotes a "call" as defined preceding.

Mutual Traffic Exchange

The term "Mutual Traffic Exchange" denotes a compensation arrangement between the Company and a Customer where each party agrees to terminate on its network Local Traffic originated on the other party's network without charge to each other (also known as a "Bill and Keep" arrangement).

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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2. GENERAL REGULATIONS

2.6 DEFINITIONS (Cont'd)

Network Interconnection Services (NIS)

The term "Network Interconnection Services" (NIS) denotes the use of the network or facilities of the Company to enable a Local Exchange Carrier to terminate Local Traffic.

North American Numbering Plan

The term "North American Numbering Plan" denotes a three-digit area code (Numbering Plan Area - NPA) and a seven-digit telephone number made up of a three-digit Central Office prefix plus a four-digit station number.

Off-hook

The term "Off-hook" denotes the active condition of a Local Exchange Service line.

On-hook

The term "On-hook" denotes the idle condition of a Local Exchange Service line.

Originating Direction

The term "Originating Direction" denotes the use of a service for the completion of calls from an End User Premises to a Customer Premises or Point of Interconnection.

Percent of Interstate Use (PIU)

The term "Percent of Interstate Use" (PIU) denotes the percent of interstate usage on lines or trunks carrying interstate and intrastate calls.

P.U.C.O. NO. 7

2. GENERAL REGULATIONS

2.6 DEFINITIONS (Cont'd)

Point of Interconnection (POI)

The term "Point of Interconnection" (POI) denotes a place where the Company's and a Customer's networks physically connect for the purpose of exchanging (1) in the case of NIS, Local Traffic, and (2) in the case of Access Services, traffic originated by or terminating to End Users.

Point of Termination (POT)

The term "Point of Termination" is defined in Section 2.1.5. preceding.

Premises

The term "Premises" denotes a building, a portion of a building in a multi-tenant building or buildings on continuous property (except Railroad Right-of-Way, etc.) not separated by a public thoroughfare.

Radio Common Carrier (RCC)

Radio Common Carrier is described as a common carrier engaged in the provision of Public Mobile Service, as defined in Part 22 of the FCC Rules and Regulations which is not also in the business of providing landline local exchange telephone service.

Serving Wire Center

The term "Serving Wire Center" denotes the wire center from which the Customer Premises would normally obtain dial tone from a telephone company providing access service to such premises.

Signaling System 7 (SS7)

The term "Signaling System 7 (SS7) denotes the common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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2. GENERAL REGULATIONS

2.6 DEFINITIONS (Cont'd)

Telecommunications Service

The term "Telecommunications Service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Telephone Exchange Service

See Local Exchange Service

Terminating Direction

The term "Terminating Direction" denotes the use of a service for the completion of calls from a Customer Premises or Point of Interconnection to an End User Premises.

Toll Free (8YY) Service

Toll Free (8YY) Service is a telecommunications service which permits inward calling between a location associated with an access line in one area and locations in diverse geographical service areas specified by the owner of the Toll Free (8YY) number. The Call is without charge to the calling party. The owner of the Toll Free (8YY) number is responsible for the access charges associated with the service.

2. GENERAL REGULATIONS

2.6 DEFINITIONS (Cont'd)

Transmission Path

The "Transmission Path" denotes an electrical path capable of transmitting signals within the range of the service offering, e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant typically used in the telecommunications industry.

Trunk

The term "Trunk" denotes a communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group

The term "Trunk Group" denotes a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

V and H Coordinates Method

The term "V and H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

Wire Center

The term "Wire Center" denotes a building in which one or more central offices, or access tandems are located.

AT&T COMMUNICATIONS OF OHIO, INC.

ACCESS SERVICES AND NETWORK INTERCONNECTION SERVICES

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3. RESERVED FOR FUTURE USE

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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AT&T COMMUNICATIONS OF OHIO, INC.

ACCESS SERVICES AND NETWORK INTERCONNECTION SERVICES

SECTION 4
ORIGINAL PAGE 1

P.U.C.O. NO. 7

4. RESERVED FOR FUTURE USE

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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5. ACCESS/INTERCONNECTION ORDERING

5.1 GENERAL

This section sets forth the regulations and order related charges for services set forth in other sections of this tariff. Order related charges are in addition to other applicable charges for the services provided.

A Service Order is an order to provide the Customer with Access Service or Network Interconnection Service or to provide changes to existing service.

A Customer may order any number of services of the same type and between the same premises on a single Service Order, unless prohibited by technical limitations.

The Customer shall provide the Company the order information required in 5.2. following, and in addition the Customer must also provide:

- Customer name and premises address(es)
- Billing name and address (when different from Customer name and address).
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

5.1.1 Service Installation

The service intervals associated with Customer requests for Access Service or Network Interconnection Service will be developed by the Company on an Individual Case Basis (ICB). The Company will make every reasonable effort to meet the Customer's requested service date subject to the Company's standard intervals which will be made available upon request.

Access Services and Network Interconnection Services will be installed during Company business days. If a Customer requests installation be done outside of scheduled work hours and the Company agrees to this request, the Customer will be subject to applicable additional charges as set forth in Section 13.3.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
Chicago, Illinois

5. ACCESS/INTERCONNECTION ORDERING

5.2 ORDERING REQUIREMENTS

5.2.1 Access Service

When ordering AT&T Digital Link Access Service (DLAS), the Customer must specify whether the service is to be provided as: (1) direct transport to an Access Tandem which connects with DLAS Tandem-Switched Transport to the DLS End Office, (2) DLAS Tandem-Switched Transport from the Customer Serving Wire Center to the DLS End Office, or (3) DLAS Direct Connect Transport to the DLS End Office, as set forth in Section 15.2.1.

A. Access Tandem Connections

When ordering DLAS via an Access Tandem, the Customer must provide the Company an estimate of the amount of traffic it will generate to the DLS End Office to assist the Company in its efforts to project further facility requirements.

When service to the Access Tandem is ordered by the Customer from another telephone company, the Customer must also supply a copy of the order to the Company.

B. Direct Connect Transport

When placing an order for DLAS Direct Connect Transport to a DLS End Office, the Customer shall provide:

- The number of trunks desired between the Customer Premises and the DLS End Office, and
- The type and quantity of facility desired (e.g., DS1 or DS3).

C. PIU Requirements

For all Access Services provided under this tariff, a projected Percent of Interstate Use (PIU) shall be provided as set forth in Section 2.3.9.

5. ACCESS/INTERCONNECTION ORDERING

5.2 ORDERING REQUIREMENTS (Cont'd)

5.2.2. Miscellaneous Services

Additional Labor shall be ordered with a Service Order or may subsequently be added to a pending order at any time up to and including the service date for the Access Service or Network Interconnection Service. When miscellaneous services are added to a pending order a Service Date Change may be required. When a Service Date Change is required, the Service Date Change Charge as set forth in SECTION 17 will apply. When miscellaneous services are added to a pending order, charges for a Design Change as set forth in SECTION 17 will apply when an Engineering Review is required. If both a Service Date Change and an Engineering Review are required, both the Service Date Change Charge and the Design Change Charge will apply as set forth in 5.4.2.A. and B. following.

The rates and charges for miscellaneous services, as set forth in SECTION 17 of this tariff, will apply in addition to the ordering charges set forth in SECTION 17 and the rates and charges for the Access Service(s) or Network Interconnection Service(s) with which they are associated.

Additional Engineering is not an ordering option, but will be applied to a Service Order when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will only be required as set forth in Section 13. When it is required the Customer will be so notified and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineering, a firm order will be established. If the Customer does not want the service or facilities after being notified that Additional Engineering is required, the order will be withdrawn and no charges will apply. Once a firm order has been established, the total charge to the Customer for the Additional Engineering may not exceed the estimated amount by more than ten (10%) percent.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
Chicago, Illinois

5. ACCESS/INTERCONNECTION ORDERING

5.2 ORDERING REQUIREMENTS (Cont'd)

5.2.3 Network Interconnection Service

When ordering Network Interconnection Service, the Customer must specify

- The type and quantity of facility required or being provided by the Customer,
- The number of trunks desired,
- Any DS3 to DS1 Multiplexing required,
- If SS7 Signaling is required, the number of Signal Transfer Point (STP) links and ports and in addition, the STP codes, location identifier codes and circuit identifier codes. The Customer shall work cooperatively with the Company to determine the number of SS7 signaling connections required to handle its signaling traffic.
- The Percent Local Signaling Usage (PLSU) as set forth in Section 10.2.3.

5.3. RESERVED FOR FUTURE USE

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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5. ACCESS/INTERCONNECTION ORDERING

5.4 CHARGES ASSOCIATED WITH ACCESS/INTERCONNECTION ORDERING

5.4.1 Service Order Charges

The Service Order Charge is applied to all Customer requests for new Access Service or Network Interconnection Service. In addition, the Service Order charge is applicable to Customer requests for additions, changes or rearrangements to existing service with the following exceptions:

The Service Order Charge does not apply:

- When a Service Date Change Charge is applicable.
- When a Design Change Charge is applicable.
- To "records only" changes as set forth in A. following.
- When a change to a pending order does not result in the cancellation of the pending order and the issuance of a new order.
- When an Administrative Change Charge is applicable.
- When a Company initiated network reconfiguration requires a Customer's existing Access Service or Network Interconnection Service to be reconfigured.
- When a service with an ICB rate is converted to a similar service with a non-ICB tariff rate prior to the expiration of the ICB.
- When a Billing Name and Address Service Establishment Charge is applicable.

The Service Order charge will be applied on a per order basis to each order received by the Company or copy of an order received by the Company pursuant to 5.2.1 preceding and is in addition to other applicable charges as set forth in this and other sections of this tariff.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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5. ACCESS/INTERCONNECTION ORDERING

5.4 CHARGES ASSOCIATED WITH ACCESS/INTERCONNECTION ORDERING (Cont'd)

5.4.1 Service Order Charges (Cont'd)

A. "Records Only" Changes

Changes which are "records only" changes will be made without charge(s) to the Customer. These changes require the continued provision and billing of the Access Service or Network Interconnection Service to the same entity (i.e., Customer remains responsible for all outstanding indebtedness for the service).

The following are examples of "records only" changes:

- Change of Customer name (i.e., the Customer of record does not change but rather the Customer of record changes its name),
- Change of Customer or Customer's End User premises address when the change of address is not a result of a physical relocation of equipment,
- Change in any of the following billing data items (name, address, contact name or telephone number),
- Change of Customer or Customer's End User contact name or telephone number, and
- Change of PIU or PLSU.

5. ACCESS/INTERCONNECTION ORDERING

5.4 CHARGES ASSOCIATED WITH ACCESS/INTERCONNECTION ORDERING (Cont'd)

5.4.2 Service Order Change Charges

Service Order Changes involve Service Date Changes and Design Changes. The Customer may request a change of its Service Order prior to the service date. The Company will make every effort to accommodate a requested change when it is able to do so with the normal work force assigned to complete such an order within normal business hours. If the change cannot be made with the normal work force during normal business hours, the Company will notify the Customer as per Company provisioning guidelines which will be made available upon request. All charges for a Service Order Change as set forth in SECTION 17 will apply on a per occurrence basis.

Any increase in the number of DLAS or Network Interconnection Service trunks will be treated as a new Service Order (for the increased amount only).

A. Service Date Change

The Customer may request a change of service date on a pending Service Order prior to the service date. A change of service date is a change of the scheduled service date by the Customer to either an earlier date or a later date which does not exceed thirty (30) calendar days from the original service date.

If the Company determines that the Customer's request can be accommodated without delaying the service dates for orders of other Customers, the service date will be changed and the Service Date Change Charge, as set forth in SECTION 17, will be applied to the order.

5. ACCESS/INTERCONNECTION ORDERING

5.4 CHARGES ASSOCIATED WITH ACCESS/INTERCONNECTION ORDERING (Cont'd)

5.4.2 Service Order Change Charges (Cont'd)

A. Service Date Change (Cont'd)

If the service date is changed to an earlier date, and the Company determines additional labor is necessary to meet the earlier service date requested by the Customer, the Customer will be notified by the Company that Additional Labor charges as set forth in Section 13.3 apply. Such charges will apply in addition to the Service Date Change Charge.

If the requested service date exceeds thirty (30) calendar days following the original service date, and the Company determines that the Customer's request can be accommodated, the Company will cancel the original order and apply the cancellation charges as set forth in 5.5.1 following. A new Service Order with a new service date will be issued. The Service Date Change Charge will not apply, however, the Service Order Charge will apply to the new order.

If the service date is changed due to a Design Change as set forth in B. following, the Service Date Change Charge will apply.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
Chicago, Illinois

5. ACCESS/INTERCONNECTION ORDERING

5.4 CHARGES ASSOCIATED WITH ACCESS/INTERCONNECTION ORDERING (Cont'd)

5.4.2 Service Order Change Charges (Cont'd)

B. Design Change

The Customer may request a Design Change to the service ordered prior to the requested service date. A Design Change is any change to a Service Order which requires Engineering Review. An Engineering Review is a review by Company personnel, of the service ordered and the requested changes to determine what changes in the design, if any, are necessary to meet the changes requested by the Customer.

Design Changes do not include a change of Customer Premises, Point of Interconnection or First Point of Switching. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

The Company will review the requested change, notify the Customer whether the change is a Design Change, if the change can be accommodated and if a new service date is required. If the Customer authorizes the Company to proceed with the Design Change, a Design Change Charge, as set forth in SECTION 17, will apply in addition to the charge for Additional Engineering as set forth in SECTION 17. If a change in service date is required, the Service Date Change Charge set forth in SECTION 17 will also apply. The Service Order charge does not apply in this instance.

5. ACCESS/INTERCONNECTION ORDERING

5.4 CHARGES ASSOCIATED WITH ACCESS/INTERCONNECTION ORDERING (Cont'd)

5.4.3 Administrative Change Charges

An Administrative Change Charge, as set forth in SECTION 17, applies for the following Customer initiated changes:

- Change of circuit identification
- Change of billing account information other than those billing data changes identified as "Record Only" in 5.4.1.A. preceding.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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5. ACCESS/INTERCONNECTION ORDERING

5.5 CANCELLATIONS

5.5.1 Cancellation of a Service Order

- A. A Customer may cancel a Service Order for the installation of service on any date prior to the Service Date. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days.

If a Customer or a Customer's End User is unable to accept service within thirty (30) calendar days after the original Service Date, the Customer has the choice of the following options:

- The Service Order shall be canceled and charges set forth in B. following will apply or,
- Billing for the service will commence.

In such instances, the cancellation date or the billing date, depending on which option is selected by the Customer, shall be the 31st day beyond the original Service Date of the Service Order.

- B. A critical date schedule is established by the Company for each Service Order placed by the Customer. The Company uses this schedule to identify key activities in the Service Order process, to monitor the progress of the installation and to administer the schedule of cancellation charges. Critical date schedules may vary between Service Orders.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

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5. ACCESS/INTERCONNECTION ORDERING

5.5 CANCELLATIONS (Cont'd)

5.5.1 Cancellation of a Service Order (Cont'd)

B. (Cont'd)

The critical dates monitored by the Company are:

- Application Date (APP): The date on which the Customer provides a firm commitment and sufficient information to the Company to proceed with issuance of a firm order for service.
- Scheduled Issue Date (SID): The date on which the Service Order is entered into the Company's service order distribution system.
- Design Layout Report Date (DLRD): The date the Design Layout Report is to be forwarded to the Customer.
- Records Issue Date (RID): The date on which all circuit design and assignment information is sent to the central office installation force.
- Wired and Office Tested Date (WOT): The date by which all intraoffice wiring is completed, all plug-ins are optioned and aligned, and frame continuity is established.
- Plant Test Date (PTD): The date on which overall testing of the service is to be completed.
- Service Date (DD): The date established for completion of the service installation. This date is also known as the due date.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
Chicago, Illinois

P.U.C.O. NO. 7

5. ACCESS/INTERCONNECTION ORDERING

5.5 CANCELLATIONS (Cont'd)

5.5.1 Cancellation of a Service Order (Cont'd)

B. (Cont'd)

The amount of the total provisioning completed by the Company at a particular critical date varies by the service involved as shown following:

<u>SERVICE</u>	<u>APP</u>	<u>SID</u>	<u>DLRD</u>	<u>RID</u>	<u>WOT</u>	<u>PTD</u>	<u>DD</u>
DLAS (Direct Connect Transport)	0%	7%	18%	32%	100%	100%	100%
Network Interconnection Service	0%	7%	18%	32%	100%	100%	100%

If a Service Order is canceled by the Customer prior to the SID, no charge applies. For cancellations by the Customer on or after that date, a cancellation charge will apply. The amount of the cancellation charge will vary according to the service ordered and the date reached in the critical date schedule.

Cancellation charges are based on the amount of provisioning completed at the time of the request to cancel and are determined by multiplying the nonrecurring charges applicable to the canceled service(s) by the appropriate percentage from the table listed above (e.g., an order for DLAS Direct Connect Transport canceled after the RID date but prior to the WOT date would be subject to a cancellation charge equal to 32% of the applicable nonrecurring charges for the service(s) canceled).

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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5. ACCESS/INTERCONNECTION ORDERING

5.5 CANCELLATIONS (Cont'd)

5.5.1 Cancellation of a Service Order (Cont'd)

- C. When a Customer cancels an order for the discontinuance of service, no charges apply for the cancellation.
- D. If the Company misses a Service Date by more than thirty (30) 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 or civil commotions), the Customer may cancel the Service Order without incurring cancellation charges.
- E. If the Customer changes the Service Date of a Service Order, as set forth in 5.4.2.A. preceding, the critical date schedule for the order will be revised for those critical dates not yet passed. Subsequent cancellation of the Service Order will cause a cancellation charge to be incurred, based on the revised schedule.

5.5.2 Partial Cancellation Charge

Any decrease in the number of ordered DLAS Direct Connect Transport or NIS trunks will be treated as a partial cancellation and charges will be determined as set forth in 5.5.1.B. preceding.

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6. RESERVED FOR FUTURE USE

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
Chicago, Illinois

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7. RESERVED FOR FUTURE USE

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
Chicago, Illinois

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P.U.C.O. NO. 7

8. RESERVED FOR FUTURE USE

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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AT&T COMMUNICATIONS OF OHIO, INC.

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9. RESERVED FOR FUTURE USE

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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10. NETWORK INTERCONNECTION SERVICES

10.1 GENERAL

The Network Interconnection Services (NIS) available under this tariff consists of Physical Network Interconnection Arrangements.

NIS is available only in connection with the termination of Local Traffic to End Users to whom the Company is able to terminate Calls using Access Services as provided elsewhere in this tariff. NIS is only available to Customers who are Facility-Based Certified Local Exchange Carriers (CLEC), authorized by the Public Utilities Commission of Ohio to provide Local Exchange Service in Ohio. The Company shall not be obligated to provide NIS to Customers that do not offer services comparable to NIS to the Company for the termination of Local Traffic originated by the Company. A CLEC providing Local Exchange Service using one or more unbundled network elements provided by another Carrier shall be deemed to be facility-based.

NIS availability is as set forth in Section 16.

10.1.1 Regulations

The provisions of Section 2 and Section 5 of this tariff shall apply to NIS unless otherwise specifically provided herein.

A. Service Rearrangements

Service rearrangements are as described in Section 2.4.1.C.2) All NIS rearrangements, except the "records only" changes set forth in Section 5.4.1.A., and the administrative changes set forth in Section 5.4.2 will be treated as disconnects and starts.

10. NETWORK INTERCONNECTION SERVICES

10.2 PHYSICAL NETWORK INTERCONNECTION ARRANGEMENTS

Physical Network Interconnection Arrangements provide the necessary facilities, equipment and connections to allow a Customer to terminate Local Traffic on the Company's network.

10.2.1 Obligations Of The Company And The Customer

The Company and the Customer are each individually responsible for the installation, operation, and maintenance of the equipment and facilities on their own respective networks. The Company and the Customer will perform functions for each other which are reasonably necessary to engineer, install, maintain, and administer the facilities subject to this arrangement.

Except as may otherwise be agreed by the Company and the Customer, each party is responsible for the provisioning of the facilities within its own network up to the Point of Interconnection (POI) as set forth in 10.2.2 following.

The Customer and the Company shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the exchange.

The Customer and the Company will cooperate to determine the performance of their respective networks and will implement joint management controls to further overall service integrity.

10.2.2 Establishing Points Of Interconnection

The Company shall designate Points of Interconnection ("POI") at the Company's End Office, and at any other reasonable point on the Company's network. The Company and the Customer may establish a POI at other points by mutual agreement.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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10. NETWORK INTERCONNECTION SERVICES

10.2 PHYSICAL NETWORK INTERCONNECTION ARRANGEMENTS (Cont'd)

10.2.2 Establishing Points Of Interconnection (Cont'd)

The Customer is responsible for providing its own DS1 or DS3 facilities to route calls to the POI. Each party shall bear its own costs related to the provisioning and installation of its facilities. After installation of any facility, only Company personnel will be permitted access to the Company side of the POI for maintenance or any other purpose.

Subject to mutual agreement between the Customer and the Company, a Customer may terminate traffic on the Company's network in one of two ways: 1) separate trunk groups for Local Traffic and non-Local Traffic; or 2) on combined trunk groups.

The Customer will compensate the Company for terminating Local Traffic which the Customer delivers at the POI for termination on the Company's network in accordance with the Interconnection Agreement between the Company and the Customer.

A. DS1 Port Terminations

The Company provides for the connection of a Customer's DS1 or DS3 facility at the POI, pursuant to charges set forth in SECTION 17.

1) DS1 Facility

Provided that facilities are available, at the Customer's option, dedicated DS1 facilities may be provided by the Company for termination at the Company's POI. These facilities transmit electrical signals at 1.544 Mbps with the capability to channelize up to 24 voice frequency transmission paths.

10. NETWORK INTERCONNECTION SERVICES

10.2 PHYSICAL NETWORK INTERCONNECTION ARRANGEMENTS (Cont'd)

10.2.2 Establishing Points Of Interconnection (Cont'd)

A. DS1 Port Terminations (Cont'd)

2) DS3 Facility

Upon request, the Company will provide for an arrangement that converts a DS3 channel operating at a terminating speed of 44.736 to 28 DS1 channels operating at a terminating speed of 1.544 Mbps using digital time compression multiplexing pursuant to charges set forth in SECTION 17. When the Customer elects to connect its DS3 facility via Company provided multiplexing, in addition to the multiplexing charges the Customer will also pay the charges for 28 DS1 Port Terminations.

3) 64 Clear Channel Capability

The Company, where available and at the Customer's request, will arrange the channels derived from a DS1 facility for 64 Clear Channel Capability pursuant to charges set forth in SECTION 17. This optional feature employs the Bipolar 8 Zero Suppression (B8ZS) technique to permit Customers to use the full 64 Kbps bandwidth of a derived channel.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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10. NETWORK INTERCONNECTION SERVICES

10.2 PHYSICAL NETWORK INTERCONNECTION ARRANGEMENTS (Cont'd)

10.2.3 SS7 Interconnection

When the Customer uses SS7 signaling to set up calls pursuant to this tariff, the Customer shall provide if available, Calling Party Number (CPN) within the SS7 signaling message. If it is technically infeasible for the Customer to use SS7, the Customer shall use multi-frequency (MF) signaling. The Customer may elect to arrange for signaling connectivity through a third party provider which is connected to the Company's SS7 network.

Access to SS7 provides service offerings to requesting facilities-based carriers/providers seeking access to the Company's Common Channel Signaling (CCS) network including access to signaling ports and links providing a number of access arrangements for use by facilities-based carriers/providers using their own switching facilities.

The AT&T CCS network is a digital data network that carries signaling information and interfaces with the voice/data network. The network uses the SS7 protocol, a protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI) for signaling functions such as routing, establishing connections and other services. Agreements may be required for passing optional pieces of the SS7 protocol.

The AT&T Signaling Access Service provides access to the AT&T CCS network. Access to the network is provided by subscribing to a STP Link Termination, STP Link Transport and a dedicated Signal Transfer Point (STP) port for facilities-based carriers/providers with their own STPs and/or Signal Switching Points (SSPs).

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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10. NETWORK INTERCONNECTION SERVICES

10.2 PHYSICAL NETWORK INTERCONNECTION ARRANGEMENTS (Cont'd)

10.2.3 SS7 Interconnection (Cont'd)

A Customer has the option of connecting to the Company's SS7 network either:

- On a shared use link and port. If a Customer chooses to connect to the Company's SS7 network using shared link(s) and port(s), the Company shall provide such link(s) and port(s) and the Customer will pay the full charges unless the Company agrees to prorating the charges based upon Percent Signaling Usage (PSU).
- The Customer and the Company agree on another signaling interconnection arrangement on an Individual Case Basis.

A. Application of Charges

The rates that apply for AT&T Signaling Access Service depend upon whether the facilities-based carrier interconnects with the signaling network at the Company's STP from its own SP/SSPs.

- 1) For the facilities based carrier, there are recurring, usage and nonrecurring charges that apply. Recurring and nonrecurring charges apply for each Link Termination and Port that is established on a STP. Usage charges apply for the formulation, transport and switching of ISDN User Part (ISUP) or Transaction Capabilities Application Part (TCAP) messages throughout the network.
- 2) Nonrecurring charges apply to the facilities-based carrier for the establishment or disconnection of Originating Point Codes (OPC). An OPC installation charge applies for each OPC established, as well as each OPC added or changed subsequent to the establishment of STP Access. An OPC disconnection charge applies for each OPC removed. The OPC charge applies on a per service basis.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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10. NETWORK INTERCONNECTION SERVICES

10.2 PHYSICAL NETWORK INTERCONNECTION ARRANGEMENTS (Cont'd)

10.2.3 SS7 Interconnection (Cont'd)

B. Usage Charges

1) Signal Formulation

An ISUP Signal Formulation usage charge will be assessed to the facilities-based Carrier/provider for each Initial Address Message (IAM) that is formulated at the Company's End or Tandem office for the termination of traffic into the Company's network or when the Company's End Office or Tandem is used for the termination of traffic into the facilities-based carrier's network or another facilities-based carrier's network. A TCAP Signal Formulation usage charge will be assessed to the facilities-based carrier for each TCAP message that is formulated to the Company's end office for the termination of signaling associated messages.

An ISUP Signal Formulation usage charge will be assessed to the facilities-based carrier/provider for each IAM message that is formulated at the Company's switch/tandem for the origination or termination of service to or from a carrier's switch.

2) Signal Transport

An ISUP Signal Transport usage charge will be assessed to the facilities-based carrier/provider for each IAM message that is transported to the Company's end office for the termination or origination of direct or tandem routed traffic. A TCAP Signal Transport usage charge will be assessed to the facilities-based carrier for each TCAP message that is transported to the Company's end office for the termination of signaling associated messages.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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10. NETWORK INTERCONNECTION SERVICES

10.2 PHYSICAL NETWORK INTERCONNECTION ARRANGEMENTS (Cont'd)

10.2.3 SS7 Interconnection (Cont'd)

B. Usage Charges (Cont'd)

3) Signal Switching

An ISUP Signal Switching usage charge will be assessed to the facilities-based carrier/Provider for each IAM that is switched at the STP for the termination of direct or tandem routed traffic to the Company's end office or for the origination of direct or tandem routed traffic within the facilities-based carrier's network or to another carrier's network. An ISUP Signal Switching usage charge will be assessed for each IAM that is switched at the local STP for the origination of traffic. An ISUP Signal Switching usage charge will be assessed to the facilities-based carrier's/provider for each IAM that is switched at the STP for the termination of traffic. A TCAP Signal Switching usage charge will be assessed for each TCAP message that is switched by the STP for the origination of signaling associated messages.

The application of these rates is set forth in SECTION 17.

10.2.4 Charges

The charges applicable to Physical Network Interconnection Arrangements are set forth in SECTION 17.

10.2.5 Collocation

Nothing in this tariff shall obligate the Company to provide physical collocation services to the Customer. Collocation arrangements, if any, will be made subject to availability and on an Individual Case Basis.

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11. RESERVED FOR FUTURE USE

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
Chicago, Illinois

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P.U.C.O. NO. 7

12. RESERVED FOR FUTURE USE

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 04-0024-TP-ATA.

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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.1 GENERAL

A Service Order Charge as set forth in Section 5.4.1 may be applicable to services ordered from this section.

13.2 ADDITIONAL ENGINEERING

Additional Engineering, including engineering reviews as set forth in Section 5.4.2 will be undertaken only after the Company has notified the Customer that the Additional Engineering charges set forth in SECTION 17 will apply, and the Customer agrees to such charges.

Additional Engineering will be provided by the Company at the request of the Customer only when:

- A Customer requests additional technical information after the Company has already provided the technical information normally included on the Design Layout Record (DLR) as set forth in Section 2.1.13.
- A Customer requested Design Change requires the expenditure of additional engineering time. Such additional engineering time is incurred by the Company for the engineering review set forth in Section 5.4.2. The charge for additional engineering time relating to the engineering review, which is undertaken to determine if a design change is indeed required, will apply whether or not the Customer authorizes the Company to proceed with the Design Change.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.3 ADDITIONAL LABOR

Additional Labor is that labor requested by the Customer on a given service and agreed to by the Company as set forth in 13.3.1. through 13.3.5. following. The Company will notify the Customer that the Additional Labor charges set forth in SECTION 17 will apply before any additional labor is undertaken. A call-out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four (4) hours.

13.3.1 Overtime Installation

Overtime installation is that Company installation effort outside of normally scheduled working hours.

13.3.2 Overtime Repair

Overtime repair is that Company repair effort performed outside of normally scheduled working hours.

13.3.3 Standby

Standby includes all time in excess of one-half (1/2) hour during which Company personnel standby to make installation acceptance tests or cooperative tests with a Customer to verify facility repair on a given service.

13.3.4 Testing and Maintenance with Other Companies

Additional testing, maintenance or repair of facilities which connect other companies is that which is in addition to the normal effort required to test, maintain or repair facilities provided solely by the Company.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
Chicago, Illinois

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.3 ADDITIONAL LABOR (Cont'd)

13.3.5 Other Labor

Other labor is that additional labor not included in 13.3.1 through 13.3.4 preceding and labor incurred to accommodate a specific Customer request that involves only labor which is not covered by any other section of this tariff.

13.4 MISCELLANEOUS SERVICES

13.4.1 Reserved For Future Use

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (Cont'd)

13.4.1 Reserved For Future Use

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
Chicago, Illinois

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (Cont'd)

13.4.1 Reserved For Future Use

A. Reserved For Future Use

B. Reserved for Future use

C. Reserved for Future use

D. Reserved for Future use

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (Cont'd)

13.4.2 Billing Name and Address Service

A. General Description

- 1) Billing Name and Address (BNA) Service is the provision by the Company to an intrastate service provider who is a Customer of the Company of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company. An intrastate service provider is defined as an interexchange carrier, an operator service provider, an enhanced service provider or any other provider of intrastate telecommunications services.
- 2) BNA Service is provided only for the purposes of allowing Customers to bill their End Users for telephone services provided by the Customer, order entry and customer service information, fraud prevention, identification of End Users who have moved to a new address, any purpose associated with equal access requirement, and information associated with collect calls and third party calls.

BNA information may not be resold or used for any other purpose including, but not limited to, marketing or merchandising activities.
- 3) BNA information associated with listed/published telephone numbers will be provided. For calling card calls and collect and third party billed calls, the Company's BNA Service is not available with respect to accounts of nonpublished/unlisted End Users who, by request to the Company (which request may be submitted at any time), have specified that such information not be released.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
Chicago, Illinois

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (Cont'd)

13.4.2 Billing Name and Address Service (Cont'd)

B. Undertaking of the Company

- 1) Standard formats for the receipt of BNA requests and the provision of BNA information will be established by the Company.
- 2) Upon written request from an authorized individual of the Customer, the Company will provide BNA information. A request for information on up to 50 telephone numbers per request can be faxed to AT&T. A request for information on over 50 telephone numbers per request must be mailed to AT&T. A Customer may not request a total of more than 200 telephone numbers by manual (fax and/or mail) requests per month. The standard response to such requests will be via facsimile or other negotiated mediums, such as Direct:Connect or tape.
- 3) Upon receipt of a magnetic tape or electronic feed of BNA requests from the Customer, the Company will, where technically feasible, enter the BNA information on the Customer's magnetic tape or data file. The standard response for magnetic tape requests will be via magnetic tape. The standard response for an electronic BNA request will be via electronic feed.
- 4) Non-standard methods of receiving and providing the data may be negotiated and will be provided by the Company, where available, subject to the charges set forth in 13.4.2.D.4) following.
- 5) The Company will make every effort to provide accurate and complete BNA data. The Company makes no warranties, expressed or implied, as to the accuracy or completeness of this information.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (Cont'd)

13.4.2 Billing Name and Address Service (Cont'd)

B. Undertaking of the Company (Cont'd)

- 6) The Company will not disclose BNA information to parties other than intrastate service providers and their authorized agents. BNA disclosure is limited to those purposes as defined in 13.4.2.A.2) preceding.
- 7) The Company reserves the right to request from an intrastate service provider who has placed an order for BNA Service, the source data upon which the interexchange carrier has based the order. This request is made to ensure that the BNA information is to be used only for purposes as described in 13.4.2.A.2) preceding. The Company will not process the order until such time as the intrastate service provider supplies the requested data.

C. Obligations of the Customer

- 1) Each request for BNA information must identify both the Customer's authorized representative and the address to which the information is to be sent.
- 2) A Customer which intends to submit recorded calls via magnetic tape or electronic feed must provide the Company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.
- 3) The Customer shall treat all BNA information as confidential. The Customer shall insure that BNA information is used only for the purposes as described in 13.4.2.A.2) preceding.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (Cont'd)

13.4.2 Billing Name and Address Service (Cont'd)

C. Obligations of the Customer (Cont'd)

- 4) The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's End User records it assembles through the use of BNA Service.
- 5) Upon request, the Customer will provide to the Company the source data upon which the Customer has based an order for BNA Service. The Company will not process the order until such time as the Customer provides the requested data.
- 6) The Customer may designate an authorized individual or agent to request BNA information from the Company. However, the Company will only accept BNA requests made by the Customer through a single designated source. Identification by the Customer of an authorized individual or agent must be provided to the Company in writing.
- 7) The Customer or its authorized agent is required to provide the Access Customer Name Abbreviation (ACNA) and Carrier Identification Code (CIC) of the Carrier purchasing BNA Service. If the Customer does not have the ACNA and CIC, the Operating Company Number (OCN) should be provided.

D. Rate Regulations

- 1) A Service Establishment charge applies for the initial establishment of BNA Service for a Customer.
- 2) A Manual-BNA Request Charge applies in connection with written (fax and/or mail) requests for BNA information. The charge applies for each telephone number for which BNA information is requested.
- 3) A Mechanized-BNA Request Charge applies in connection with requests for BNA information received via magnetic tape or electronic feed. The charge applies for each telephone number for which BNA information is requested.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (Cont'd)

13.4.2 Billing Name and Address Service (Cont'd)

D. Rate Regulations (Cont'd)

- 4) Customer requests for BNA information which are non-standard are subject to Non-Standard-BNA Request Charges and Manual or Mechanized-BNA Request Charges as appropriate for the type of request. The additional Non-Standard-BNA Request Charge applies per BNA record requested. Additional Programming and Company-Provided Magnetic Tape Charges will also apply, if required to meet the Customer's request.
- 5) The Company will bill the Customer in accordance with 2), 3) and 4) preceding regardless of whether or not the Company was able to provide BNA information for all requests.
- 6) Where the details of a BNA request are insufficient to determine jurisdiction, the rates set forth in AT&T F.C.C. Tariff No. 28 will apply.
- 7) The rates for BNA Service are set forth in SECTION 17.

13.4.3 Maintenance of Service

- A. When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of a Maintenance of Service charge. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (Cont'd)

13.4.3 Maintenance of Service (Cont'd)

- B. The Customer shall be responsible for payment of a Maintenance of Service charge when the Company dispatches personnel to the Customer Premises or to a Point of Interconnection in connection with Network Interconnection Services, and the trouble is in equipment or communications systems provided by other than the Company or in detariffed CPE provided by the Company.
- C. In either A. or B. preceding, no credit allowance will be applicable for the interruption involved if the Maintenance of Service charge applies.

The rates for Maintenance of Service are the same as the rates set forth in SECTION 17.

13.4.4 Toll Free (8YY) Data Base Service

Toll Free (8YY) Data Base Service is an originating offering, which provides a carrier identification function for numbers using Toll Free Service Access Codes (SACs). When a Toll Free Service number is originated by an End User, the Company will query the appropriate database to perform the carrier identification function. For this service a Carrier Identification Charge as set forth in SECTION 17 will apply.

A. 8YY to POTS Translation Optional Feature

The 8YY to POTS Translation Optional Feature allows End Users to designate a 10 digit POTS telephone number to be translated from a specific 8YY number to be delivered to the End User's premises. If the 8YY to POTS Translation Optional Feature is ordered, the End User will be unable to determine that such calls originated as 8YY dialed calls unless the Customer also orders the Automatic Number Identification (ANI) optional feature. For this feature an 8YY to POTS Number Translation Charge as set forth in SECTION 17 will apply.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
Chicago, Illinois

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (Cont'd)

13.4.4 Toll Free (8YY) Data Base Service (Cont'd)

B. Call Handling and Destination Feature

The Call Handling and Destination Feature is available to 8YY Data Base Service End Users on an optional basis. This feature allows for the End User to create call-processing logic for 8YY dialed calls. In this manner the 8YY Data Base Service can be customized to meet individual requirements. The feature may be used in combination with one or more routing options based upon End User specification and technical switch limitations.

The End User may segment the 8YY calls based on the following options to choose different terminating destinations and/or multiple carriers:

- Specific telephone number of the calling party
- Time of day
- Day of week
- Specific days of the year (e.g. December 25)
- Percentage of traffic (in one percent increments)

The availability of the Call Handling and Destination Feature based on specific telephone number of the calling party is subject to the Company's ability to obtain full 10-digit ANI of the calling party. For the Call Handling and Destination Feature a charge as set forth in SECTION 17 will apply.

Toll Free (8YY) Data Base Service is provided subject to technical capability and successful completion of application testing.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (Cont'd)

13.4.5 Reserved for Future Use

13.4.6 Reserved for Future Use

13.4.7 Provision of Access/Network Interconnection Service Billing Information

- A. The Customer, upon request, has the option of receiving its primary monthly Access or Network Interconnection Service bill and Customer Service Record (CSR) in one of the following standard medium, at no charge:
 - 1) Paper
 - Detailed paper bill
 - 2) Bill Data Record
 - Magnetic Tape
 - Electronic Data Transmission
- B. In addition to the Customer's primary monthly Access or Network Interconnection Service bill, the Customer will be provided, upon request, an abbreviated paper bill, at no additional charge.
- C. At the option of the Customer, and for an additional charge as set forth in SECTION 17:
 - 1) Additional hard copies of the monthly Access or Network Interconnection Service bill or service and features record may be provided on paper.
 - 2) Additional Bill Data Record information may be provided on magnetic tape.
 - 3) Additional Bill Data Record information may be transmitted to the Customer by electronic data transmission.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4. MISCELLANEOUS SERVICES (Cont'd)

13.4.7 Provision of Access/Network Interconnection Service Billing Information (Cont'd)

- D. The rules and regulations concerning payment arrangements and credit allowances described in Section 2.4. applies to all primary monthly Access or Network Interconnection Service bills, regardless of the chosen bill medium.
- E. Upon acceptance by the Company of a request for a change in the existing medium of the primary monthly Access or Network Interconnection Service bill data (e.g., paper to magnetic tape, magnetic tape to paper, or any of the previous two to electronic data transmission), and for an additional electronic data transmission, the Company, in cooperation with the Customer, will determine the interval required to implement the transmission of such material on an individual request basis.

The Customer requesting electronic data transmission shall be responsible for providing a data transmission system compatible with the Company transmission facilities.

- F. Regulations regarding electronic data transmission failure will apply as follows:
 - 1) In the event of transmission failure resulting from Company error, the Company will re-send a bill by electronic data transmission at no charge to the Customer. The bill payment due date will be negotiated between Company and Customer for this bill.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (Cont'd)

13.4.7 Provision of Access/Network Interconnection Service Billing Information (Cont'd)

F. (Cont'd)

- 2) In the event of transmission failure resulting from failure of the Customer's transmission line or other Customer error, the Company will re-send a bill by electronic data transmission at the same rates and charges as a request for an additional copy of the bill as set forth in SECTION 17.
- 3) In the event that there are problems or disputes regarding receipt of the data transmission other than those outlined in 1) and 2) preceding, the Company will forward a duplicate bill on magnetic tape via overnight delivery. After investigation, if 2) preceding applies, the same rates and charges as a request for an additional copy of the bill will apply as set forth in SECTION 17.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

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AT&T COMMUNICATIONS OF OHIO, INC.

ACCESS SERVICES AND NETWORK INTERCONNECTION SERVICES

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14. RESERVED FOR FUTURE USE

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 04-0024-TP-ATA.

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15. AT&T DIGITAL LINK ACCESS SERVICE

15.1 GENERAL

AT&T Digital Link Access Service (DLAS) provides switched access, (1) on an originating basis only for Toll Free (8YY) Service Calls from, and (2) for other Calls, on a terminating basis only to, the Premises of an End User which is obtaining the AT&T Digital Link Service offering (DLS End User) under the Company's Local Exchange Service Tariff. DLAS is provided via common switching and switched transport facilities, and utilizes dedicated digital facilities associated with AT&T Digital Link Service to connect the DLS End Office to the DLS End User's Premises.

DLAS availability is as set forth in Section 16. DLAS is provided on a terminating basis solely to the Premises of DLS End Users who purchase inward calling capabilities as part of an AT&T Digital Link Service offering pursuant to the Company's Local Exchange Service Tariff. DLAS is provided on an originating basis for Toll Free (8YY) Service Calls solely where AT&T has made arrangements for such Calls to receive appropriate data base query functionality and routing. The application of rates for DLAS is as set forth in 15.3.1 following.

15.1.1 Service Description

At the option of the Customer, DLAS may be provisioned one of two ways: (1) via Company-provided trunks between a DLS End Office and the Access Tandem(s) serving such DLS End Office; or (2) on an ICB basis via direct trunks from the Customer Premises to the DLS End Office, as set forth in 15.2.1.A. following. The provisioning method specified in (1) employs the use of a Meet Point Billing arrangement, as described in Section 2.4.8, under which the Customer must obtain Access Tandem and transport facilities from another service provider to connect the Customer's Serving Wire Center to the Company-provided trunks at the Access Tandem. The DLS End Office and the Access Tandem(s) from which each is served are identified in Section 16.3.3.

DLAS may only be used to access valid NXXs, as set forth in Section 16, and/or telephone numbers served by the DLS End Office.

Each DLAS transmission path is provided with standard transmission specifications. The standard specifications applicable to DLAS are as set forth in Technical Reference GR-334-CORE.

15. AT&T DIGITAL LINK ACCESS SERVICE

15.2 DLAS RATE CATEGORIES

The two rate categories which apply to DLAS are Switched Transport (described in 15.2.1. following) and the Switching Charge (described in 15.2.2. following).

15.2.1 Switched Transport

Switched Transport is composed of two further rate categories, Direct Connect Transport and Tandem-Switched Transport.

A. Direct Connect Transport

Direct Connect Transport is a rate category which provides for the direct connection of a Customer Premises to a DLS End Office. The technical arrangements (including signaling) and rates associated with DLAS Direct Connect Transport will be negotiated on an ICB basis and listed in 15.4 following.

DLAS Direct Connect Transport is furnished in quantities of 24 trunks and must be ordered by the Customer as set forth in Section 5.2.1.

B. Tandem-Switched Transport

Tandem-Switched Transport is a rate category based on a Meet Point Billing arrangement under which transmission facilities are switched through an Access Tandem between the Customer's Serving Wire Center and a DLS End Office. DLAS Tandem-Switched Transport is also available between an Access Tandem and the applicable DLS End Office when the Customer elects to use direct transport between its Serving Wire Center and such Access Tandem, in which case the mileage for the Tandem-Switched Transport Facility rate element is measured differently as set forth in Section 15.3.5. for purposes of determining the Meet Point Billing charges.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

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15. AT&T DIGITAL LINK ACCESS SERVICE

15.2 DLAS RATE CATEGORIES (Cont'd)

15.2.1 Switched Transport (Cont'd)

B. Tandem-Switched Transport (Cont'd)

Tandem-Switched Transport is composed of the following usage sensitive rate elements:

- The Tandem-Switched Transport Termination rate element, which includes the non-distance sensitive portion of the Tandem-Switched Transport, and
- The Tandem-Switched Transport Facility rate element, which includes the distance sensitive portion of the Tandem-Switched Transport.

Any Access Tandem switching charges will also apply as set forth in the tariff of the company providing the Access Tandem.

Tandem-Switched Transport includes the necessary signaling between the Access Tandem and the served DLS End Office. Accordingly, no signaling arrangements are required with the Company for Customers who utilize DLAS Tandem-Switched Transport.

The rates and charges applicable to Tandem-Switched Transport are listed in SECTION 17. Application of those rates and charges is as set forth in 15.3.1.B. following and in Section 2.4.8.

15. AT&T DIGITAL LINK ACCESS SERVICE

15.2 DLAS RATE CATEGORIES (Cont'd)

15.2.2 Switching Charge

A. Originating Switching Charge

The Originating Switching Charge rate category provides the switching and DLS End User origination functions necessary to originate DLAS Calls from a DLS End User to a Customer.

The rates for the Originating Switching Charge are set forth in SECTION 17. The application of these rates is as set forth in 15.3.1.C. following.

B. Terminating Switching Charge

The Terminating Switching Charge rate category provides the switching and DLS End User termination functions necessary to complete the transmission of DLAS Calls to the Premises of the DLS End User and to originate Toll Free (8YY) Calls from a DLS End User to a Customer.

The rates for the Terminating Switching Charge are set forth in SECTION 17. The application of these rates is as set forth in 15.3.1.C. following.

15.2.3 Dedicated Trunk Port

The Dedicated Trunk Port provides for termination of direct facilities used by a single customer in an end office trunk port where traffic is transported between the serving wire center or the hub, and the end office. This rate is assessed on a per minute basis and can be found in SECTION 17.

15.2.4 Common Trunk Port

The Common Trunk Port will apply to all originating and terminating minutes of use between the access tandem and the end office. This rate is assessed on a per minute basis and can be found in Section 17.

(N)

(N)

15. AT&T DIGITAL LINK ACCESS SERVICE

15.3 DLAS RATE REGULATIONS

This section contains the specific regulations governing the rates and charges that apply to DLAS.

15.3.1 Application of Rates and Charges

A. Direct Connect Transport

The application of rates and charges for DLAS Direct Connect Transport is set forth in 15.4 following.

B. Tandem-Switched Transport

Tandem-Switched Transport rates are usage sensitive. The rate application for the Tandem-Switched Transport rate element is described following.

1) Tandem-Switched Transport Termination Rate

The Tandem-Switched Transport Termination rate is assessed to all Access Minutes that are transported over DLAS Tandem-Switched Transport. However, because the Company provides only the DLS End Office termination on the Tandem-Switched Transport facility, the rate set forth in SECTION 17 for Tandem-Switched Transport Termination is divided in half prior to its application.

2) Tandem-Switched Facility Rate

The Tandem Switched Transport Facility rate is assessed on a per minute per mile basis to all Access Minutes that are transported over DLAS Tandem-Switched Transport. Tandem-Switched Facility mileages and charges are determined as set forth in 15.3.6 following.

C. Switching Charge

The Switching Charge applies to all Access Minutes switched at a DLS End Office.

15. AT&T DIGITAL LINK ACCESS SERVICE

15.3 DLAS RATE REGULATIONS (Cont'd)

15.3.2 Minimum Periods

The minimum periods for DLAS are as set forth in Section 2.4.3. except for any exceptions noted for Direct Connect Transport in 15.4. following.

15.3.3 Reserved for Future Use

15.3.4 Service Rearrangements

Service rearrangements are as described in Section 2.4.1.C.2). All DLAS rearrangements, except the "records only" changes set forth in Section 5.4.1.A., and the administrative changes set forth in Section 5.4.2 will be treated as disconnects and starts.

15.3.5 Measuring Access Minutes

DLAS Calls will be measured to determine the basis for computing chargeable Access Minutes. In the event the Customer call detail is not available because of lost or damaged tapes or recording system outages, the Company will estimate the volume of lost Customer Access Minutes based on previously known values.

The measured minutes for DLAS Calls are the chargeable Access Minutes.

DLAS minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each DLS End Office, and are then rounded up to the nearest Access Minute for each such End Office.

A. DLAS Usage Measurement

The measurement of Access Minutes for DLAS begins when the recording switch receives answer supervision from the DLS End User, indicating the DLS End User has answered. The measurement of Access Minutes ends when the recording switch receives disconnect supervision from either the DLS End User, indicating the DLS End User has disconnected, or the Customer's Point of Termination, whichever is recognized first by the recording switch.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

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15. AT&T DIGITAL LINK ACCESS SERVICE

15.3 DLAS RATE REGULATIONS (cont'd)

15.3.6 Mileage Measurement

The mileage to be used to determine Tandem-Switched Transport Facility mileage charges is calculated as set forth in A. and B. following.

- A. When Tandem-Switched Transport is utilized by the Customer between the Customer's Serving Wire Center and the DLS End Office, the Tandem-Switched Transport Facility mileage is measured between the Customer's Serving Wire Center and the DLS End Office.
- B. When direct transport is utilized by the Customer between the Customer's Serving Wire Center and the Access Tandem serving the DLS End Office, the Tandem-Switched Transport Facility mileage is measured between such Access Tandem and DLS End Office.

To determine the charge to be billed, first compute the mileage using the V&H coordinate method as set forth in Section 16.2. If the calculation results in a fraction of a mile, always round up to the next whole mile. Multiply the rounded mileage by (1) the Tandem-Switched Transport Facility rate, (2) the Access Minutes to be billed and (3) the applicable Meet Point Billing Percentage determined as set forth in Section 16.4.

15.4 DLAS DIRECT CONNECT TRANSPORT - ICB ARRANGEMENTS

Reserved for Future Use

16. SERVICE AVAILABILITY AND RATING INFORMATION

16.1 GENERAL

This section contains service availability and rating information applicable to the Access Services and Network Interconnection Services offered under this tariff and is arranged as follows:

Section 16.2. - V&H Coordinate Method of Determining Airline Mileage

Section 16.3. - Service Availability and Wire Center Information

Section 16.4. - Meet Point Billing Information

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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16. SERVICE AVAILABILITY AND RATING INFORMATION

16.2 V&H COORDINATE METHOD OF DETERMINING AIRLINE MILEAGE

For Access Services and Network Interconnection Services provided under this tariff, the airline mileage between any two-wire centers is determined as follows:

1. Obtain the "V" and "H" coordinates for each wire center from the NECA Tariff F.C.C. No. 4.
2. Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
3. Square each difference obtained in step (2) above.
4. Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
5. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
6. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

7. Formula =
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

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16. SERVICE AVAILABILITY AND RATING INFORMATION

16.3 SERVICE AVAILABILITY AND WIRE CENTER INFORMATION

16.3.1 Reserved For Future Use

16.3.2 Access Services Availability - Level B

Billing Name and Address Service (Section 13.4.2.) shall be offered in AT&T certified territories.

16.3.3 AT&T Digital Link Access Service

The availability (NXXs) and wire center information for AT&T Digital Link Access Service (DLAS) is as set forth in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

16.3.4 Network Interconnection Services

The availability and wire center information for Network Interconnection Services is the same as is set forth in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

16.3.5 Reserved For Future Use

16.4 MEET POINT BILLING INFORMATION

The applicable billing percentage factors for Access Services that are provided by more than one telephone company are as set forth in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

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RATES

17.1 GENERAL

This section contains the rates applicable to the Access Services and Network Interconnection Services offered in this tariff. The regulations applicable to these services are found in other sections of this tariff as follows:

<u>Rate Section</u>	<u>Service</u>	<u>Regulations Located In</u>
1	General	
2.	Payment of Rates and Charges; Reciprocal Pricing	Section 3
3.	Reserved For Future Use	
4.	Reserved For Future Use	
5.	Access/Interconnection Ordering	Section 5
6.	Reserved For Future Use	
7.	Reserved For Future Use	
8.	Reserved For Future Use	
9.	Reserved For Future Use	
10.	Network Interconnection Services	Section 10
11.	Reserved For Future Use	
12.	Reserved For Future Use	
13.	Additional Engineering, Labor and Miscellaneous Services	Section 13
14.	Reserved For Future Use	
15.	AT&T Access Service	Section 15

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

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RATES

17.2 PAYMENT OF RATES AND CHARGES; RECIPROCAL PRICING

The regulations regarding the payment of rates and charges are set forth in Section 2.4. (Payment Arrangements and Credit Allowances).

Notwithstanding any other provision of this tariff, with respect to any Customer that, on its own or through an Affiliate, provides services comparable to the services provided under this tariff to the Company within Ohio, during any billing period, in the event that any of the applicable access rates and charges for Access Services, Network Interconnection Services or other services set forth in this Section are lower than comparable rates and charges in effect as of the last day prior to such billing period ("Customer Prices") offered or charged by the Customer or such Affiliate to the Company anywhere within Ohio for services comparable to the services provided under this tariff, then, for such Customer, such rates and charges in this Section may be increased by the Company to an amount equal to such Customer Prices. This tariff does not govern reciprocal compensation for termination of local traffic between AT&T and other Local Exchange Carriers.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

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AT&T COMMUNICATIONS OF OHIO, INC.

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Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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17.4 RESERVED FOR FUTURE USE

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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RATES

17.5 ACCESS/INTERCONNECTION ORDERING

17.5.1 Service Order Charge

	<u>USOC</u>	<u>Rate</u>
per Order for Access Service	NRWAO	\$50.00
per Order for NIS	NRWN1	\$50.00

17.5.2 Administrative Change Charge

	<u>USOC</u>	<u>Rate</u>
per Change	NRWCV	\$50.00

17.5.3 Service Date Change Charge

	<u>USOC</u>	<u>Rate</u>
per Order	NRWSV	\$20.47

17.5.4 Design Change Charge

	<u>USOC</u>	<u>Rate</u>
per Order	NRODC	\$59.93

If a change of service date is required, the Service Date Change Charge set forth in 5.3 preceding will also apply.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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AT&T COMMUNICATIONS OF OHIO, INC.

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17.6 RESERVED FOR FUTURE USE

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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AT&T COMMUNICATIONS OF OHIO, INC.

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17.7 RESERVED FOR FUTURE USE

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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AT&T COMMUNICATIONS OF OHIO, INC.

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17.8 RESERVED FOR FUTURE USE

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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AT&T COMMUNICATIONS OF OHIO, INC.

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17.9 RESERVED FOR FUTURE USE

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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RATES

17.10. NETWORK INTERCONNECTION SERVICES

17.10.1 Physical Network Interconnection Arrangements

A. DS1 MONTHLY RATES

	<u>USOC</u>	<u>Rate</u>
DS1 Facility-Zero Mileage		
- per DS1	SWCDZ	\$74.00
DS1 Facility-Other than Zero Mileage		
- per DS1	SWCDF	\$ 74.00
- per mile	SWCMF	\$ 25.00
DS1 Port Termination		
- per port (first 28)	SWCZ1	\$ 36.00
- per port (29-56)	SWCZ2	\$ 33.00
- per port (57-84)	SWCZ3	\$ 26.00
- per port (85-112)	SWCZ4	\$ 21.00
- per port (113-140)	SWCZ5	\$ 17.00
- per port (141-168)	SWCZ6	\$ 13.00
- per port (169 and above)	SWCZ7	\$ 12.00
DS3 to DS1 Multiplexing		
- per multiplexer	VUMDS	\$620.00

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 04-0024-TP-ATA.David F. Doty, Director
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17.10 NETWORK INTERCONNECTION SERVICES (Cont'd)

17.10.1 Physical Network Interconnection Arrangements (Cont'd)

B. DS1 NONRECURRING RATES

	<u>USOC</u>	<u>Rate</u>
DS1 Facility-Zero Mileage		
- per facility	NRWD2	None
DS1 Facility-Other than Zero Mileage		
- per facility	NRWD3	None
DS1 Port Terminations		
- per port (first 168)	NRWZ1	\$267.00
- per port (169-300)	NRWZ2	\$175.00
- per port (301-500)	NRWZ3	\$125.00
- per port (501-750)	NRWZ4	\$ 75.00
- per port (751-1000)	NRWZ5	\$ 50.00
- per port (1001 and above)	NRWZ6	\$ 25.00
Installation Charges		
- per 24 trunks	NRWTK	\$100.00
Engineering Charge		
- per DS1 Trunk Group	NRWE3	\$250.00
DS3 to DS1 Multiplexing		
- per multiplexer	NRWD1	None

C. 64 CLEAR CHANNEL CAPABILITY

	<u>USOC</u>	<u>Monthly Rate</u>	<u>USOC</u>	<u>Nonrecurring Rate</u>
Per DS1 arranged, per mile	S4CMF	None	NRWD4	\$350.00

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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RATES

17.10 NETWORK INTERCONNECTION SERVICES (Cont'd)

17.10.1 Physical Network Interconnection Arrangements (Cont'd)

D. SS7 CHARGES

Monthly Recurring and Nonrecurring Charges:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>USOC</u>	<u>Nonrecurring Rate</u>
STP Link Termination - per Termination	SWCLT	None	NRWL	\$475.00
STP Link Transport - fixed	SWCLM	\$0.000108		None
- per Mile	8SCMF	None		None
STP Port - per port	SWCPP	\$436.75		None

Signal Formulation, per IAM	\$0.000600
Signal Formulation, per TCAP message	0.000450
Signal Transport, per IAM	0.000101
Signal Transport, per TCAP Message	0.000080
Signal Switching, per IAM	0.000233
Signal Switching, per TCAP Message	0.000160

<u>Originating Point Code</u>	<u>Non-recurring</u>	<u>Monthly Rate</u>
-Per OPC, per service request. Added, deleted, or changed per STP Pair	\$20.00	None

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 04-0024-TP-ATA.David F. Doty, Director
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AT&T COMMUNICATIONS OF OHIO, INC.

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17.11 RESERVED FOR FUTURE USE

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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RATES

17.12 RESERVED FOR FUTURE USE

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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P.U.C.O. NO. 7

RATES

17.13 ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES

17.13.1 Additional Engineering Rates

In connection with the application of rates for Additional Engineering, normally scheduled working hours are an employee's scheduled work period on any given calendar day (e.g., 8:00 a.m. to 5:00 p.m.).

Additional Engineering Period	<u>USOC</u>	<u>First Half Hour or Fraction Thereof</u>	<u>USOC</u>	<u>Each Add'l Half Hour or Fraction Thereof</u>
- Basic Time, normally schedule working hours, per engineer	NRWEN	\$49.91	NRWE1	\$44.69
- Overtime, outside of normally scheduled working hours, per engineer	NRWEO	76.70	NRWE2	50.75

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RATES

17.13 ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES
(Cont'd)17.13.2 Additional Labor Rates

In connection with the application of rates for Additional Labor, normally scheduled working hours are an employee's scheduled work period on any given calendar day (e.g., 8:00 AM to 5:00 PM).

A. Overtime Installation or Repair

Additional Labor Period	<u>USOC</u>	First Half Hour or Fraction Thereof	<u>USOC</u>	Each Add'l Half Hour or Fraction Thereof
- Overtime*, outside of normally scheduled working hours an a scheduled work day, per technician	NRWLO	\$30.06	NRWL1	\$26.62
- Premium time*, outside of scheduled work day per technician	NRWLP	31.46	NRWL2	31.46

* A call-out of a Company technician at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

Issued: January 9, 2004

Effective: September 21, 2004

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17.13 ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES
(Cont'd)17.13.2 Additional Labor Rates (Cont'd)

B. Standby

Additional Labor Period	<u>USOC</u>	<u>First Half Hour or Fraction Thereof</u>	<u>USOC</u>	<u>Each Add'l Half Hour or Fraction Thereof</u>
- Basic Time normally scheduled working hours, per technician	-	None	NRWT4	\$23.67
- Overtime*, outside of normally scheduled working hours on a scheduled work day per technician	-	None	NRWT5	27.05
- Premium time*, outside of scheduled work day per technician	-	None	NRWT6	31.29

* A call-out of a Company technician at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

Issued: January 9, 2004

Effective: September 21, 2004

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17.13 ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES
(Cont'd)17.13.2 Additional Labor Rates (Cont'd)

C. Testing and Maintenance with Other Companies and Other Labor

Additional Labor Period	USOC	First Half Hour or Fraction Thereof	USOC	Each Add'l Half Hour or Fraction Thereof
- Basic Time normally scheduled working hours, per technician	NRWM1	\$23.94	NRWM4	\$22.68
- Overtime*, outside of normally scheduled working hours on a scheduled work day per technician	NRWM2	26.62	NRWM5	26.62
- Premium time, outside of scheduled work day per technician	NRWM3	31.46	NRWM6	31.46

* A call-out of a Company technician at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

Issued: January 9, 2004

Effective: September 21, 2004

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RATES

17.13 ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES
(Cont'd)

17.13.3 Miscellaneous Services Rates

A. Billing Name and Address Service

	<u>USOC</u>	<u>Rate</u>
Service Establishment Charge		
- Per account established	NRWBS	\$500.00
BNA Request Charges		
- Manual, per BNA record requested	SWCBM	1.05
- Mechanized, per BNA record requested	SWCBE	.18
- Non-Standard, per BNA record requested (applies in addition to the Manual or Mechanized charge)	SWCBN	.65
Additional Programming Charge		
- Per each half hour or fraction thereof	NRWPG	40.00
Company-Provided Magnetic Tape Charge		
- Per Magnetic Tape	MMXCT	25.00

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 04-0024-TP-ATA.David F. Doty, Director
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RATES

17.13 ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES
(Cont'd)

17.13.3 Miscellaneous Services Rates (Cont'd)

- B. Reserved for Future Use
- C. Reserved for Future Use
- D. Reserved for Future Use
- E. Reserved for Future Use

Issued: January 9, 2004

Effective: September 21, 2004

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RATES

17.13 ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES
(Cont'd)17.13.3 Miscellaneous Services Rates (Cont'd)F. Provision of Access/Interconnection Service Billing Information
Rates

	<u>USOC</u>	<u>Rate</u>
- Additional hard copies of the Customer's monthly bill or service and features record on paper,		
- per page	UUUPB	\$0.24
- Additional copies of Bill Data Record information in magnetic tape format,		
- per record*	MMXR3	0.0029
- Additional Electronic Data Transmission to a Customer Premises of Bill Data Record information,		
- per record* transmitted	UUUED	0.0005

* A record is comprised of 225 bytes.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 04-0024-TP-ATA.David F. Doty, Director
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17.13 ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES
(Cont'd)

17.13.3 Miscellaneous Services Rates (Cont'd)

G. Toll Free (8YY) Data Base Service Rates

	Per Query <u>Charge</u>	Non-Recurring <u>Charge</u>
- Carrier Identification Charge - per query	\$0.002303	(I)
- 8YY to POTS Number Translation - per query	None	
- Call Handling and Destination Feature - per query	0.000200	

H. Reserved for Future Use

Issued: January 11, 2008

Effective: February 11, 2008

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case Nos. 08-0017-TP-ATA and 90-9000-TP-TRF.

Carol Paulsen, Director
San Antonio, TX

AT&T COMMUNICATIONS OF OHIO, INC.

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17.14 RESERVED FOR FUTURE USE

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 04-0024-TP-ATA.

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RATES

17.15 AT&T ACCESS SERVICE RATES

17.15.1 Tandem-Switched Transport

A. Tandem-Switched Transport Termination

	<u>Rate</u>	
Per Access Minute	\$0.000103	(R)

B. Tandem-Switched Transport Facility

	<u>Rate</u>	
Per Access Minute per mile	0.000013	(R)

17.15.2 Switching Charge

A. Originating Switching Charge

	<u>Rate</u>	
Per Access Minute	0.003142	(R)

B. Terminating Switching Charge

	<u>Rate</u>	
Per Access Minute	0.003142	(R)

17.15.3 Dedicated Trunk Port

	<u>Rate</u>	
Per Minute	0.000557	

17.15.4 Common Trunk Port

	<u>Rate</u>	
Per Minute	0.000337	(R)

Issued: January 11, 2008 Effective: February 11, 2008
 Filed under authority of Entry issued by the Public Utilities Commission
 of Ohio, in Case Nos. 08-0017-TP-ATA and 90-9000-TP-TRF.

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ACCESS SERVICES AND NETWORK INTERCONNECTION SERVICES

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RATES

17.1 GENERAL

This section contains the rates applicable to the Access Services and Network Interconnection Services offered in this tariff. The regulations applicable to these services are found in other sections of this tariff as follows:

<u>Rate Section</u>	<u>Service</u>	<u>Regulations Located In</u>
1	General	
2.	Payment of Rates and Charges; Reciprocal Pricing	Section 3
3.	Reserved For Future Use	
4.	Reserved For Future Use	
5.	Access/Interconnection Ordering	Section 5
6.	Reserved For Future Use	
7.	Reserved For Future Use	
8.	Reserved For Future Use	
9.	Reserved For Future Use	
10.	Network Interconnection Services	Section 10
11.	Reserved For Future Use	
12.	Reserved For Future Use	
13.	Additional Engineering, Labor and Miscellaneous Services	Section 13
14.	Reserved For Future Use	
15.	AT&T Access Service	Section 15

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

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RATES

17.2 PAYMENT OF RATES AND CHARGES; RECIPROCAL PRICING

The regulations regarding the payment of rates and charges are set forth in Section 2.4. (Payment Arrangements and Credit Allowances).

Notwithstanding any other provision of this tariff, with respect to any Customer that, on its own or through an Affiliate, provides services comparable to the services provided under this tariff to the Company within Ohio, during any billing period, in the event that any of the applicable access rates and charges for Access Services, Network Interconnection Services or other services set forth in this Section are lower than comparable rates and charges in effect as of the last day prior to such billing period ("Customer Prices") offered or charged by the Customer or such Affiliate to the Company anywhere within Ohio for services comparable to the services provided under this tariff, then, for such Customer, such rates and charges in this Section may be increased by the Company to an amount equal to such Customer Prices. This tariff does not govern reciprocal compensation for termination of local traffic between AT&T and other Local Exchange Carriers.

Issued: January 9, 2004

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ACCESS SERVICES AND NETWORK INTERCONNECTION SERVICES

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RATES

17.3 RESERVED FOR FUTURE USE

Issued: January 9, 2004

Effective: September 21, 2004

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17.4 RESERVED FOR FUTURE USE

Issued: January 9, 2004

Effective: September 21, 2004

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of Ohio, in Case No. 04-0024-TP-ATA.

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RATES

17.5 ACCESS/INTERCONNECTION ORDERING

17.5.1 Service Order Charge

	<u>USOC</u>	<u>Rate</u>
per Order for Access Service	NRWAO	\$50.00
per Order for NIS	NRWN1	\$50.00

17.5.2 Administrative Change Charge

	<u>USOC</u>	<u>Rate</u>
per Change	NRWCV	\$50.00

17.5.3 Service Date Change Charge

	<u>USOC</u>	<u>Rate</u>
per Order	NRWSV	\$20.47

17.5.4 Design Change Charge

	<u>USOC</u>	<u>Rate</u>
per Order	NRODC	\$59.93

If a change of service date is required, the Service Date Change Charge set forth in 5.3 preceding will also apply.

Issued: January 9, 2004

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ACCESS SERVICES AND NETWORK INTERCONNECTION SERVICES

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17.6 RESERVED FOR FUTURE USE

Issued: January 9, 2004

Effective: September 21, 2004

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of Ohio, in Case No. 04-0024-TP-ATA.

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AT&T COMMUNICATIONS OF OHIO, INC.

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RATES

17.7 RESERVED FOR FUTURE USE

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 04-0024-TP-ATA.

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17.8 RESERVED FOR FUTURE USE

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 04-0024-TP-ATA.

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17.9 RESERVED FOR FUTURE USE

Issued: January 9, 2004

Effective: September 21, 2004

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ACCESS SERVICES AND NETWORK INTERCONNECTION SERVICES

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RATES

17.10. NETWORK INTERCONNECTION SERVICES

17.10.1 Physical Network Interconnection Arrangements

A. DS1 MONTHLY RATES

	<u>USOC</u>	<u>Rate</u>
DS1 Facility-Zero Mileage		
- per DS1	SWCDZ	\$74.00
DS1 Facility-Other than Zero Mileage		
- per DS1	SWCDF	\$ 74.00
- per mile	SWCMF	\$ 25.00
DS1 Port Termination		
- per port (first 28)	SWCZ1	\$ 36.00
- per port (29-56)	SWCZ2	\$ 33.00
- per port (57-84)	SWCZ3	\$ 26.00
- per port (85-112)	SWCZ4	\$ 21.00
- per port (113-140)	SWCZ5	\$ 17.00
- per port (141-168)	SWCZ6	\$ 13.00
- per port (169 and above)	SWCZ7	\$ 12.00
DS3 to DS1 Multiplexing		
- per multiplexer	VUMDS	\$620.00

Issued: January 9, 2004

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RATES

17.10 NETWORK INTERCONNECTION SERVICES (Cont'd)

17.10.1 Physical Network Interconnection Arrangements (Cont'd)

B. DS1 NONRECURRING RATES

	<u>USOC</u>	<u>Rate</u>
DS1 Facility-Zero Mileage		
- per facility	NRWD2	None
DS1 Facility-Other than Zero Mileage		
- per facility	NRWD3	None
DS1 Port Terminations		
- per port (first 168)	NRWZ1	\$267.00
- per port (169-300)	NRWZ2	\$175.00
- per port (301-500)	NRWZ3	\$125.00
- per port (501-750)	NRWZ4	\$ 75.00
- per port (751-1000)	NRWZ5	\$ 50.00
- per port (1001 and above)	NRWZ6	\$ 25.00
Installation Charges		
- per 24 trunks	NRWTK	\$100.00
Engineering Charge		
- per DS1 Trunk Group	NRWE3	\$250.00
DS3 to DS1 Multiplexing		
- per multiplexer	NRWD1	None

C. 64 CLEAR CHANNEL CAPABILITY

	<u>USOC</u>	<u>Monthly Rate</u>	<u>USOC</u>	<u>Nonrecurring Rate</u>
Per DS1 arranged, per mile	S4CMF	None	NRWD4	\$350.00

Issued: January 9, 2004

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RATES

17.10 NETWORK INTERCONNECTION SERVICES (Cont'd)

17.10.1 Physical Network Interconnection Arrangements (Cont'd)

D. SS7 CHARGES

Monthly Recurring and Nonrecurring Charges:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>USOC</u>	<u>Nonrecurring Rate</u>
STP Link Termination - per Termination	SWCLT	None	NRWL	\$475.00
STP Link Transport - fixed	SWCLM	\$0.000108		None
- per Mile	8SCMF	None		None
STP Port - per port	SWCPP	\$436.75		None

Signal Formulation, per IAM	\$0.000600
Signal Formulation, per TCAP message	0.000450
Signal Transport, per IAM	0.000101
Signal Transport, per TCAP Message	0.000080
Signal Switching, per IAM	0.000233
Signal Switching, per TCAP Message	0.000160

<u>Originating Point Code</u>	<u>Non-recurring</u>	<u>Monthly Rate</u>
-Per OPC, per service request. Added, deleted, or changed per STP Pair	\$20.00	None

Issued: January 9, 2004

Effective: September 21, 2004

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17.11 RESERVED FOR FUTURE USE

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission
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Issued: January 9, 2004

Effective: September 21, 2004

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RATES

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17.13.1 Additional Engineering Rates

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Additional Engineering Period	<u>USOC</u>	<u>First Half Hour or Fraction Thereof</u>	<u>USOC</u>	<u>Each Add'l Half Hour or Fraction Thereof</u>
- Basic Time, normally schedule working hours, per engineer	NRWEN	\$49.91	NRWE1	\$44.69
- Overtime, outside of normally scheduled working hours, per engineer	NRWEO	76.70	NRWE2	50.75

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17.13 ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES
(Cont'd)17.13.2 Additional Labor Rates

In connection with the application of rates for Additional Labor, normally scheduled working hours are an employee's scheduled work period on any given calendar day (e.g., 8:00 AM to 5:00 PM).

A. Overtime Installation or Repair

Additional Labor Period	<u>USOC</u>	<u>First Half Hour or Fraction Thereof</u>	<u>USOC</u>	<u>Each Add'l Half Hour or Fraction Thereof</u>
- Overtime*, outside of normally scheduled working hours on a scheduled work day, per technician	NRWLO	\$30.06	NRWL1	\$26.62
- Premium time*, outside of scheduled work day per technician	NRWLP	31.46	NRWL2	31.46

* A call-out of a Company technician at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

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17.13 ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES
(Cont'd)17.13.2 Additional Labor Rates (Cont'd)

B. Standby

Additional Labor Period	<u>USOC</u>	<u>First Half Hour or Fraction Thereof</u>	<u>USOC</u>	<u>Each Add'l Half Hour or Fraction Thereof</u>
- Basic Time normally scheduled working hours, per technician	-	None	NRWT4	\$23.67
- Overtime*, outside of normally scheduled working hours on a scheduled work day per technician	-	None	NRWT5	27.05
- Premium time*, outside of scheduled work day per technician	-	None	NRWT6	31.29

* A call-out of a Company technician at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

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(Cont'd)17.13.2 Additional Labor Rates (Cont'd)

C. Testing and Maintenance with Other Companies and Other Labor

Additional Labor Period	<u>USOC</u>	<u>First Half Hour or Fraction Thereof</u>	<u>USOC</u>	<u>Each Add'l Half Hour or Fraction Thereof</u>
- Basic Time normally scheduled working hours, per technician	NRWM1	\$23.94	NRWM4	\$22.68
- Overtime*, outside of normally scheduled working hours on a scheduled work day per technician	NRWM2	26.62	NRWM5	26.62
- Premium time, outside of scheduled work day per technician	NRWM3	31.46	NRWM6	31.46

* A call-out of a Company technician at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
Chicago, Illinois

RATES

17.13 ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES
(Cont'd)

17.13.3 Miscellaneous Services Rates

A. Billing Name and Address Service

	<u>USOC</u>	<u>Rate</u>
Service Establishment Charge		
- Per account established	NRWBS	\$500.00
BNA Request Charges		
- Manual, per BNA record requested	SWCBM	1.05
- Mechanized, per BNA record requested	SWCBE	.18
- Non-Standard, per BNA record requested (applies in addition to the Manual or Mechanized charge)	SWCBN	.65
Additional Programming Charge		
- Per each half hour or fraction thereof	NRWPG	40.00
Company-Provided Magnetic Tape Charge		
- Per Magnetic Tape	MMXCT	25.00

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 04-0024-TP-ATA.David F. Doty, Director
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RATES

17.13 ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES
(Cont'd)

17.13.3 Miscellaneous Services Rates (Cont'd)

B. Reserved for Future Use

C. Reserved for Future Use

D. Reserved for Future Use

E. Reserved for Future Use

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 04-0024-TP-ATA.

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ACCESS SERVICES AND NETWORK INTERCONNECTION SERVICES

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RATES

17.13 ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES
(Cont'd)17.13.3 Miscellaneous Services Rates (Cont'd)F. Provision of Access/Interconnection Service Billing Information
Rates

	<u>USOC</u>	<u>Rate</u>
- Additional hard copies of the Customer's monthly bill or service and features record on paper,		
- per page	UUUPB	\$0.24
- Additional copies of Bill Data Record information in magnetic tape format,		
- per record*	MMXR3	0.0029
- Additional Electronic Data Transmission to a Customer Premises of Bill Data Record information,		
- per record* transmitted	UUUED	0.0005

* A record is comprised of 225 bytes.

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 04-0024-TP-ATA.David F. Doty, Director
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ACCESS SERVICES AND NETWORK INTERCONNECTION SERVICES

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RATES

17.13 ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES
(Cont'd)

17.13.3 Miscellaneous Services Rates (Cont'd)

G. Toll Free (8YY) Data Base Service Rates

	Per Query <u>Charge</u>	Non-Recurring <u>Charge</u>
- Carrier Identification Charge - per query	\$0.002303	(I)
- 8YY to POTS Number Translation - per query	None	
- Call Handling and Destination Feature - per query	0.000200	

H. Reserved for Future Use

Issued: January 11, 2008

Effective: February 11, 2008

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case Nos. 08-0017-TP-ATA and 90-9000-TP-TRF.

Carol Paulsen, Director
San Antonio, TX

AT&T COMMUNICATIONS OF OHIO, INC.

ACCESS SERVICES AND NETWORK INTERCONNECTION SERVICES

SECTION 17
ORIGINAL PAGE 23

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RATES

17.14 RESERVED FOR FUTURE USE

Issued: January 9, 2004

Effective: September 21, 2004

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 04-0024-TP-ATA.

David F. Doty, Director
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ACCESS SERVICES AND NETWORK INTERCONNECTION SERVICES

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RATES

17.15 AT&T ACCESS SERVICE RATES

17.15.1 Tandem-Switched Transport

A. Tandem-Switched Transport Termination

	<u>Rate</u>	
Per Access Minute	\$0.000103	(R)

B. Tandem-Switched Transport Facility

	<u>Rate</u>	
Per Access Minute per mile	0.000013	(R)

17.15.2 Switching Charge

A. Originating Switching Charge

	<u>Rate</u>	
Per Access Minute	0.003142	(R)

B. Terminating Switching Charge

	<u>Rate</u>	
Per Access Minute	0.003142	(R)

17.15.3 Dedicated Trunk Port

	<u>Rate</u>	
Per Minute	0.000557	

17.15.4 Common Trunk Port

	<u>Rate</u>	
Per Minute	0.000337	(R)

Issued: January 11, 2008 Effective: February 11, 2008
 Filed under authority of Entry issued by the Public Utilities Commission
 of Ohio, in Case Nos. 08-0017-TP-ATA and 90-9000-TP-TRF.

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

Local Exchange Services

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P.U.C.O. NO. 8

AT&T COMMUNICATIONS OF OHIO, INC.

SCHEDULE OF CHARGES AND
REGULATIONS GOVERNING

BASIC LOCAL EXCHANGE SERVICES

(C)

Issued: May 19, 2011

Effective: May 19, 2011

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 11-2963-TP-ATA.

Carol Paulsen, Director
Dallas, Texas

P.U.C.O. NO. 8

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	PRICE LIST

P.U.C.O. NO. 8

EXPLANATION OF SYMBOLS

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

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

Issued: April 1, 2008

Effective: April 1, 2008

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

Carol Paulsen, Director
San Antonio, Texas

Local Exchange Services

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P.U.C.O. NO. 8

1. APPLICATION OF TARIFF

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

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

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

Issued: May 19, 2011

Effective: May 19, 2011

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 11-2963-TP-ATA.

Carol Paulsen, Director
Dallas, Texas

P.U.C.O. NO. 8

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

A. General

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

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

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

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

Issued: April 1, 2008

Effective: April 1, 2008

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

Carol Paulsen, Director
San Antonio, Texas

P.U.C.O. NO. 8

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

A. General (Cont'd)

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

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

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

B. Terms and Conditions

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

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

Issued: April 1, 2008

Effective: April 1, 2008

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

Carol Paulsen, Director
San Antonio, Texas

P.U.C.O. NO. 8

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

C. Notification of Service-Affecting Activities

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

D. Provision of Equipment and Facilities

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

Issued: April 1, 2008

Effective: April 1, 2008

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

Carol Paulsen, Director
San Antonio, Texas

P.U.C.O. NO. 8

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

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

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

Issued: April 1, 2008

Effective: April 1, 2008

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

Carol Paulsen, Director
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P.U.C.O. NO. 8

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

E. Customer Equipment

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

1) Station Equipment

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

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

Issued: April 1, 2008

Effective: April 1, 2008

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

Carol Paulsen, Director
San Antonio, Texas

P.U.C.O. NO. 8

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

E. Customer Equipment (Cont'd)

2) Inspections

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

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

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

Issued: April 1, 2008

Effective: April 1, 2008

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

Carol Paulsen, Director
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2. GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY

A. Service Liability

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

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

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

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

P.U.C.O. NO. 8

2. GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY (Cont'd)

A. Service Liability (Cont'd)

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

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

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

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

Issued: April 1, 2008

Effective: April 1, 2008

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

Carol Paulsen, Director
San Antonio, Texas

2. GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY (Cont'd)

B. Temporary Suspension for Repairs

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

C. Credit Allowance for Interruptions

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

(C)

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

(C)

|

(C)

2. GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY (Cont'd)

C. Credit Allowance for Interruptions (Cont'd)

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

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

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

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

A. The customer shall be responsible for:

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

(C)

P.U.C.O. NO. 8

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

A. (Cont'd)

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

Issued: April 1, 2008

Effective: April 1, 2008

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

Carol Paulsen, Director
San Antonio, Texas

P.U.C.O. NO. 8

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

B. Claims

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

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

C. Resale

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

Issued: April 1, 2008

Effective: April 1, 2008

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

Carol Paulsen, Director
San Antonio, Texas

P.U.C.O. NO. 8

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

C. Resale (Cont'd)

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

Issued: April 1, 2008

Effective: April 1, 2008

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

Carol Paulsen, Director
San Antonio, Texas

P.U.C.O. NO. 8

2. GENERAL REGULATIONS

2.4 CONNECTIONS OF TERMINAL EQUIPMENT AND COMMUNICATIONS SYSTEMS

A. Recording of Two-Way Telephone Conversations

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

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

- 2) Exceptions

The exceptions to the foregoing requirements are as follows:

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

Issued: April 1, 2008

Effective: April 1, 2008

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

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P.U.C.O. NO. 8

2. GENERAL REGULATIONS

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

B. Violation of Regulations

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

Issued: April 1, 2008

Effective: April 1, 2008

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

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AT&T Communications of Ohio, Inc.

Local Exchange Services

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2. GENERAL REGULATIONS

2.5 PAYMENTS AND CHARGES

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

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Issued: May 19, 2011

Effective: May 19, 2011

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 11-2963-TP-ATA.

Carol Paulsen, Director
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2. GENERAL REGULATIONS

2.5 PAYMENTS AND CHARGES (Cont'd)

A. Billing Disputes

(T)

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

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

B. Advance Payments

(T)

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

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

2. GENERAL REGULATIONS

2.5 PAYMENTS AND CHARGES (Cont'd)

C. Deposits (T)

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

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

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

D. Returned Check Charges (T)

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

E. Minimum Period Charge (T)

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

2. GENERAL REGULATIONS

2.5 PAYMENTS AND CHARGES (Cont'd)

F. Late Payment Charge

(T)

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

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

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

The Late Payment Charge does not apply to final accounts.

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Issued: April 1, 2008

Effective: April 1, 2008

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

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AT&T COMMUNICATIONS OF OHIO, INC.

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P.U.C.O. NO. 8

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Issued: April 1, 2008

Effective: April 1, 2008

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

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P.U.C.O. NO. 8

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Issued: April 1, 2008

Effective: April 1, 2008

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

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AT&T COMMUNICATIONS OF OHIO, INC.

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P.U.C.O. NO. 8

2. GENERAL REGULATIONS

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Issued: April 1, 2008

Effective: April 1, 2008

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

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CANCELS ORIGINAL PAGE 25

P.U.C.O. NO. 8

2. GENERAL REGULATIONS

(D)

(D)

Issued: April 1, 2008

Effective: April 1, 2008

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

Carol Paulsen, Director
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P.U.C.O. NO. 8

2. GENERAL REGULATIONS

2.7 ASSIGNMENT OR TRANSFER OF SERVICE

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

2.8 NOTICES AND COMMUNICATIONS

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

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

2.9 PROVISION FOR CERTAIN LOCAL TAXES AND FEES

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

Issued: April 1, 2008

Effective: April 1, 2008

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

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2. GENERAL REGULATIONS

2.10 TELECOMMUNICATIONS RELAY SERVICE

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

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

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

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

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

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2. GENERAL REGULATIONS

2.11 EMERGENCY NUMBER SERVICE (ENS)

A. General

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

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

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

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

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

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

Issued: April 1, 2008

Effective: April 1, 2008

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

Carol Paulsen, Director
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P.U.C.O. NO. 8

2. GENERAL REGULATIONS

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

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

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

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

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

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

Issued: April 1, 2008

Effective: April 1, 2008

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

Carol Paulsen, Director
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P.U.C.O. NO. 8

2. GENERAL REGULATIONS

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

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

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

C. Emergency Telephone Service Charge

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

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

Issued: April 1, 2008

Effective: April 1, 2008

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

Carol Paulsen, Director
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P.U.C.O. NO. 8

2. GENERAL REGULATIONS

2.12 DEFINITIONS

911 Service Area

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

Automatic Location Identification (ALI)

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

Automatic Number Identification (ANI)

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

Commercial Service (Business)

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

Consumer Service (Residence)

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

Customer

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

Issued: April 1, 2008

Effective: April 1, 2008

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

Carol Paulsen, Director
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P.U.C.O. NO. 8

2. GENERAL REGULATIONS

2.12 DEFINITIONS (Cont'd)

Customer Premises

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

Demarcation Point

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

Emergency Service Number (ESN)

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

Exchange Area

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

Local Automatic Number Identification

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

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

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

Issued: April 1, 2008

Effective: April 1, 2008

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

Carol Paulsen, Director
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P.U.C.O. NO. 8

2. GENERAL REGULATIONS

2.12 DEFINITIONS (Cont'd)

Local Calling Area

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

Local Exchange Service

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

Public Safety Answering Point (PSAP)

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

Resale

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

Rate Center

A geographical location used for determining mileage measurements.

Universal Emergency Number Service

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

Issued: April 1, 2008

Effective: April 1, 2008

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

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3. SERVICE AREAS

3.1 AT&T SERVICE AREAS

A. AT&T Commercial Services Local Service Area

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

Local Calling Service rates are shown in the PRICE LIST.

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

The Company offers AT&T Local Exchange Services within the Exchanges of Ameritech Ohio as described in The Ohio Bell Company, AT&T Tariff P.U.C.O. No. 20, Part 4, Section 1.

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The following pages are being withdrawn in this section.

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4. SPECIAL ARRANGEMENTS

4.1 CONSTRUCTION CHARGES

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

4.2 CONTRACTS

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

4.3 PROMOTIONS

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

Issued: April 1, 2008

Effective: April 1, 2008

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 06-1345-TP-ORD and 08-374-TP.ATA.

Carol Paulsen, Director
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AT&T COMMUNICATIONS OF OHIO, INC.

LOCAL EXCHANGE SERVICE

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P.U.C.O. NO. 8

5. RESERVED FOR FUTURE USE

Issued: April 1, 2008

Effective: April 1, 2008

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

Carol Paulsen, Director
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AT&T COMMUNICATIONS OF OHIO, INC.

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P.U.C.O. NO. 8

6. RESERVED FOR FUTURE USE

Issued: April 1, 2008

Effective: April 1, 2008

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

Carol Paulsen, Director
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7. AT&T BASIC LOCAL EXCHANGE SERVICE

(T)

7.1 DESCRIPTION

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

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

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Issued: May 19, 2011

Effective: May 19, 2011

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 11-2963-TP-ATA.

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7. AT&T BASIC LOCAL EXCHANGE SERVICE

(T)

7.2 MONTHLY RECURRING CHARGES

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

7.3 NON-RECURRING CHARGES

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

A. Installation Charge

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

(D)

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(D)

B. Line Move with Dispatch

(T)

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

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

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Issued: May 19, 2011

Effective: May 19, 2011

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 11-2963-TP-ATA.

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

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7. AT&T BASIC LOCAL EXCHANGE SERVICE

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7.3 NON-RECURRING CHARGES (Cont'd)

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Material previously appearing on this page can be found in the
AT&T Ohio Local Exchange Service Guide, specifically Section 5,
Page 4.

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Issued: May 19, 2011

Effective: May 19, 2011

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 11-2963-TP-ATA.

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7. AT&T BASIC LOCAL EXCHANGE SERVICE

(T)

7.3 NON-RECURRING CHARGES (Cont'd)

C. Pre-Installation Cancellation Charge

(C)

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

D. 25 Pair Termination Block Charge

(C)

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

E. PIC Change Charge

(C)

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

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

Issued: May 19, 2011

Effective: May 19, 2011

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 11-2963-TP-ATA.

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

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7. AT&T BASIC LOCAL EXCHANGE SERVICE

(T)

7.3 NON-RECURRING CHARGES (Cont'd)

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

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Issued: May 19, 2011

Effective: May 19, 2011

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 11-2963-TP-ATA.

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AT&T Communications of Ohio, Inc.

Local Exchange Services

Commercial Services - Section 7

1st Revised Page 6

Cancels Original Page 6

P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

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Material previously appearing on this page can be found in the
AT&T Ohio Local Exchange Service Guide, specifically Section 5,
Page 7.

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Issued: May 19, 2011

Effective: May 19, 2011

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 11-2963-TP-ATA.

Carol Paulsen, Director
Dallas, Texas

AT&T Communications of Ohio, Inc.

Local Exchange Services

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P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

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Material previously appearing on this page can be found in the AT&T
Ohio Local Exchange Service Guide, specifically Section 5, Page 8.

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Issued: May 19, 2011

Effective: May 19, 2011

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 11-2963-TP-ATA.

Carol Paulsen, Director
Dallas, Texas

AT&T Communications of Ohio, Inc.

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7. AT&T BASIC LOCAL EXCHANGE SERVICE

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Material previously appearing on this page can be found in the AT&T
Ohio Local Exchange Service Guide, specifically Section 5, Page 19.

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Issued: May 19, 2011

Effective: May 19, 2011

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 11-2963-TP-ATA.

Carol Paulsen, Director
Dallas, Texas

AT&T Communications of Ohio, Inc.

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7. AT&T BASIC LOCAL EXCHANGE SERVICE

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Material previously appearing on this page can be found in the AT&T
Ohio Local Exchange Service Guide, specifically Section 5, Page 20.

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Issued: May 19, 2011

Effective: May 19, 2011

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 11-2963-TP-ATA.

Carol Paulsen, Director
Dallas, Texas

AT&T Communications of Ohio, Inc.

Local Exchange Services

Commercial Services - Section 7

1st Revised Page 10

Cancels Original Page 10

P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

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Material previously appearing on this page can be found in the AT&T
Ohio Local Exchange Service Guide, specifically Section 5, Page 21.

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Issued: May 19, 2011

Effective: May 19, 2011

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 11-2963-TP-ATA.

Carol Paulsen, Director
Dallas, Texas

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Cancels Original Page 11

P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

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Material previously appearing on this page can be found in the AT&T
Ohio Local Exchange Service Guide, specifically Section 5, Page 22.

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Issued: May 19, 2011

Effective: May 19, 2011

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 11-2963-TP-ATA.

Carol Paulsen, Director
Dallas, Texas

AT&T Communications of Ohio, Inc.

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P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

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Material previously appearing on this page can be found in the AT&T
Ohio Local Exchange Service Guide, specifically Section 5, Page 22.

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Issued: May 19, 2011

Effective: May 19, 2011

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 11-2963-TP-ATA.

Carol Paulsen, Director
Dallas, Texas

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P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

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Material previously appearing on this page can be found in the AT&T
Ohio Local Exchange Service Guide, specifically Section 5, Page 23.

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Issued: May 19, 2011

Effective: May 19, 2011

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 11-2963-TP-ATA.

Carol Paulsen, Director
Dallas, Texas

AT&T Communications of Ohio, Inc.

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P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

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Material previously appearing on this page can be found in the AT&T
Ohio Local Exchange Service Guide, specifically Section 5, Page 24.

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Issued: May 19, 2011

Effective: May 19, 2011

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 11-2963-TP-ATA.

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

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Commercial Services - Section 7

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P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

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Material previously appearing on this page can be found in the AT&T
Ohio Local Exchange Service Guide, specifically Section 5, Page 25.

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Issued: May 19, 2011

Effective: May 19, 2011

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 11-2963-TP-ATA.

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

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P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

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Material previously appearing on this page can be found in the AT&T
Ohio Local Exchange Service Guide, specifically Section 5, Page 26.

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Issued: May 19, 2011

Effective: May 19, 2011

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 11-2963-TP-ATA.

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

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Cancels Original Page 17

P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

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Material previously appearing on this page can be found in the AT&T
Ohio Local Exchange Service Guide, specifically Section 5, Page 27.

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Issued: May 19, 2011

Effective: May 19, 2011

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 11-2963-TP-ATA.

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

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P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

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Material previously appearing on this page can be found in the AT&T
Ohio Local Exchange Service Guide, specifically Section 5, Page 28.

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Issued: May 19, 2011

Effective: May 19, 2011

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 11-2963-TP-ATA.

Carol Paulsen, Director
Dallas, Texas

AT&T Communications of Ohio, Inc.

Local Exchange Services

Commercial Services - Section 7

1st Revised Page 19

Cancels Original Page 19

P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

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Material previously appearing on this page can be found in the AT&T
Ohio Local Exchange Service Guide, specifically Section 5, Page 29.

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Issued: May 19, 2011

Effective: May 19, 2011

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 11-2963-TP-ATA.

Carol Paulsen, Director
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4th Revised Page 20

Cancels 3rd Revised Page 20

P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

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

(N)

(N)

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

Issued: May 19, 2011

Effective: May 19, 2011

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 11-2963-TP-ATA.

Carol Paulsen, Director
Dallas, Texas

AT&T Communications of Ohio, Inc.

Local Exchange Services

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Cancels 3rd Revised Page 21

P.U.C.O. NO. 8

7. AT&T BASIC LOCAL EXCHANGE SERVICE

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Material previously appearing on this page can be found in the
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Issued: May 19, 2011

Effective: May 19, 2011

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 11-2963-TP-ATA.

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

Local Exchange Services

Price List
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Cancels 1st Revised Page 1

P.U.C.O. NO. 8

COMMERCIAL RATES

AT&T BASIC LOCAL EXCHANGE SERVICE

A. Non-Recurring Charges

1) Installation Charge

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

(D)

2) Line Move with Dispatch

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

Issued: March 30, 2012

Effective: April 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 12-1124-TP-ZTA.

Carol Paulsen, Director
Dallas, Texas

AT&T Communications of Ohio, Inc.

Local Exchange Services

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Cancels Original Page 2

P.U.C.O. NO. 8

COMMERCIAL RATES

AT&T BASIC LOCAL EXCHANGE SERVICE

(T)

A. Non-Recurring Charges (Cont'd)

(D)

(D)

(C)

3) Pre-Installation Cancellation Charge

(C)

Per Cancellation
\$ 75.00

4) 25 Pair Termination Block Charge

(C)

Per Block
\$ 65.00

=

5) PIC Change Charge

(C)

(C)

Per PIC Change
\$0.00

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

(N)

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Issued: May 19, 2011

Effective: May 19, 2011

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 11-2963-TP-ATA.

Carol Paulsen, Director
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Local Exchange Services

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

P.U.C.O. NO. 8

COMMERCIAL RATES

AT&T BASIC LOCAL EXCHANGE SERVICE

(T)

A. AT&T All In One

(M)

All In One - Plan A Flat Rate*

Non
Recurring
Charge

Monthly
Recurring
Charge

Main Business Line

\$35.00

\$51.50

(D)

(D)

Usage Rates

Per Minute
\$.0232

All In One - Plan B Flat Rate

Non
Recurring
Charge

Monthly
Recurring
Charge

Main Business Line

\$35.00

\$42.60

(D)

(D)

(M)

Usage Rates

Per Minute
\$.0232

(M)

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

(N)

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

(N)

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

(N)

Issued: May 19, 2011

Effective: May 19, 2011

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 11-2963-TP-ATA.

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

Local Exchange Services

Price List
1st Revised Page 4
Cancels Original Page 4

P.U.C.O. NO. 8

COMMERCIAL RATES

AT&T BASIC LOCAL EXCHANGE SERVICE

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

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Issued: May 19, 2011

Effective: May 19, 2011

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 11-2963-TP-ATA.

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

Local Exchange Services

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

P.U.C.O. NO. 8

COMMERCIAL RATES

AT&T BASIC LOCAL EXCHANGE SERVICE

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Material previously appearing on this page now appears on Page 3.

(N)

Issued: May 19, 2011

Effective: May 19, 2011

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 11-2963-TP-ATA.

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

Local Exchange Services

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

P.U.C.O. NO. 8

COMMERCIAL RATES

AT&T BASIC LOCAL EXCHANGE SERVICE

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Material previously appearing on this page has been moved to Page 3.

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Issued: May 19, 2011

Effective: May 19, 2011

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 11-2963-TP-ATA.

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

Local Exchange Services

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

P.U.C.O. NO. 8

COMMERCIAL RATES

AT&T LOCAL EXCHANGE SERVICES

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Issued: April 30, 2010

Effective: May 3, 2010

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 10-581-TP-ZTA.

Carol Paulsen, Director
Dallas, Texas

Exhibit B

AT&T CORP.

Access Services and Network Interconnection Services

Title Page
Original Page 1

PUCO No. 1

SCHEDULE

FOR

AT&T CORP.

ACCESS SERVICES and NETWORK INTERCONNECTION SERVICES

INCLUDING

REGULATIONS

AND

SCHEDULES OF RATES

APPLYING IN THE STATE OF OHIO

Effective November 1, 2012, the AT&T Corp. Access Services and Network Interconnection Services Tariff hereby supersedes and replaces the AT&T Communications of Ohio, Inc. Access Services and Network Interconnection Services Tariff.

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

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5	Access/Interconnection Ordering
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7	Reserved For Future Use
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9	Reserved For Future Use
10	Network Interconnection Service
11	Reserved For Future Use
12	Reserved For Future Use
13	Additional Engineering, Labor And Miscellaneous Services
14	Reserved For Future Use
15	Reserved for Future Use
16	Service Availability and Rating Information
17	Rates

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
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AT&T CORP.

Access Services and Network Interconnection Services

Preface
Original Page 1

PUCO No. 1

TARIFF INFORMATION

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

TARIFF INFORMATION

EXPLANATION OF SYMBOLS - Coding of Tariff Revisions

Revisions to this tariff are coded through the use of symbols. These symbols appear in the right margin of the Sheet. The symbols and their meanings are:

- 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 a change in text but no change in rate or regulation.
- Z To signify a correction

Other marginal codes are used to direct the tariff reader to a footnote for specific information. Codes used for this purpose are lower case letters of the alphabet, e.g., x, y and z. These codes may appear beside the Sheet revision number in the Sheet header or in the right margin opposite specific text.

TRADEMARKS AND SERVICE MARKS

The following marks, to the extent, if any, used throughout this tariff, are trademarks or service marks of the AT&T Corp.

Trademarks

NONE

Service Marks

NONE

EXPLANATION OF ABBREVIATIONS

BNB	Billing Name and Address
BP	Billing Percentage
CIC	Carrier Identification Code
CLEC	Certified Local Exchange Carrier
CLLI	Common Language Location Identifier
CO	Central Office
CPE	Customer-Provided Equipment
EUCL	End User Common Line
FCC/F.C.C.	Federal Communications Commission
IC	Interexchange Carrier or Interexchange Common Carrier
ICB	Individual Case Basis
ILNP	Interim Local Number Portability
IPIC	IntraLATA Primary Interexchange Carrier
LATA	Local Access and Transport Area
LOA	Letter of Authorization
Mbps	Megabits per second
MECAB	Multiple Exchange Carrier Access Billing
MECOD	Multiple Exchange Carrier Ordering and Design
NECA	National Exchange Carrier Association
NIS	Network Interconnection Services
NPA	Numbering Plan Area
NXX	Three Digit Central Office Prefix
PIU	Percent of Interstate Use
PLSU	Percent Local Signaling Use
PLU	Percent Local Usage
POI	Point of Interconnection
POT	Point of Termination
RCC	Radio Common Carrier
SS7	Signaling System 7
STP	Signal Transfer Point
SWC	Serving Wire Center
U.S.	United States
USOC	Uniform Service Order Code
V&H	Vertical and Horizontal

HOW TO USE THIS TARIFF

General

This tariff contains the regulations and rates applicable to Access Services and Network Interconnection Services.

Tariff Structure

This tariff is structured in a manner which separates regulations from rates. The regulations applicable to the services offered in this tariff are placed in sections in the forward part of the tariff; while the rates for those offerings are placed in a single rate section in SECTION 17. References are provided in the service sections of the tariff to assist the tariff user in the location of rates. Similarly, the rate section contains a list of services with applicable rate section numbers.

Abbreviations and Definitions

In the front of this tariff is a list of the abbreviations used in the tariff (see Explanation of Abbreviations, Sheet 3 of this section). In addition, the General Regulations section contains a Definitions sub-section which defines certain technical terms and terms which have a specific meaning within the context of this tariff (see Definitions, Section 2.6.).

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

HOW TO USE THIS TARIFF

Technical Publication Information

The issue and availability dates of the Technical Publications referenced in this tariff are as follows:

<u>Publication Number</u>	<u>Issue Date</u>	<u>Date Available to Public</u>
AS No. 1, Issue II	May 1984	May 1984
GR-334-CORE	June 1994	June 1994

Publication AS No. 1, Issue II may be obtained from the National Exchange Carrier Association, Inc., Director, Tariff and Regulatory Matters, 100 So. Jefferson Road, Whippany, NJ 07981. Publication GR-334-CORE may be obtained from Bell Core, 8 Corporate Place, Piscataway, NJ 08854, and the FCC's commercial contractor.

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

HOW TO USE THIS TARIFF

Tariff Format

A. Sheet Numbering

Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially within each section. When a new sheet is added between existing sheets with whole numbers, a decimal is added. For example, a new sheet added in Section 2 between sheets 2-6 and 2-7 would be 2-6.1.

B. Sheet Revision Numbers

Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version, for example, the 4th revised sheet 3-4 cancels the 3rd revised sheet 3-4. Because of deferrals, notice periods, etc., the most current sheet revision number on file with the Commission is not always the tariff sheet in effect. Consult supplements for the sheet currently in effect.

C. Section Numbering Sequence

There are nine levels of alpha-numeric coding used in this tariff. Each level is subservient to its next higher level. The following is an example of the numbering sequence used.

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

D. References To Other Tariffs

Whenever reference is made to other tariffs, the reference is to the tariffs in force as of the effective date of the reference, and to amendments thereto and successive issues thereof.

HOW TO USE THIS TARIFF

Supplements

A. Supplements

A supplement can be used to list a group of tariff sheets that are being deferred, suspended or advanced. A supplement contains a brief explanation of the circumstances and a list of the sheets involved. It also informs the user of the disposition of these sheets. A supplement can also be used to cancel a complete tariff.

1. APPLICATION OF TARIFF

1.1 APPLICATION

1.1.1 General

This tariff contains regulations, rates and charges applicable to the provision of intrastate Access Services provided to Customers by AT&T Corp., hereinafter referred to as the Company.

This tariff also contains regulations, rates and charges applicable to the provision of certain Network Interconnection Services, as set forth in Section 10, provided by the Company to any Carrier within the State of Ohio (i) with which the Company has entered into an Interconnection Agreement that addresses, among other matters, mutual compensation for the exchange of Local Traffic, or (ii) that orders such services in anticipation of entering into an Interconnection Agreement with the Company. To the extent that the terms of this tariff are inconsistent with the terms of any Interconnection Agreement between the Company and any Carrier, the terms of such Interconnection Agreement shall govern (except as otherwise provided in such Interconnection Agreement).

The provision of such services by the Company as set forth in this tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

The locations served by the Company and the services available are as set forth in Section 16.3.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.1 Scope

- A. The Company does not undertake to transmit local and long distance messages under this tariff. Transmission of messages in connection with Services is governed by the applicable service provider's tariffs (AT&T in the case of AT&T End Users and other local or long distance carriers in the case of non-AT&T End Users), and is not governed by this tariff.
- B. The Company shall be responsible only for the installation, operation and maintenance of the services it provides.
- C. The Company will, for maintenance purposes, test its service only to the extent necessary to detect and/or clear troubles.
- D. Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff.
- E. The Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.
- F. The Company makes no undertakings under this tariff with respect to any Customer that has provided a Service Order relating to facilities of the Company to another telephone company (such as a provider of service at an Access Tandem), but has not provided a copy of the Service Order directly to the Company under Section 5. Notwithstanding the foregoing, such Customers shall be fully liable for the obligations and undertakings of Customers under this tariff as fully as if such Customers had provided valid Service Orders directly to the Company.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Continued)

2.1.2 Limitations

A. Assignment or Transfer of Services

The Customer may assign or transfer the use of services provided under this tariff only where there is no interruption of use or relocation of the services. Such assignment or transfer may be made to:

- 1) another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
- 2) a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer. This acknowledgment shall be made within 15 days from receipt of written notification.

All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Continued)

2.1.2 Limitations (Continued)

B. Use and Restoration of Services

The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

C. Sequence of Provisioning

Subject to compliance with the rules mentioned in B. preceding, (1) the Company facilities-based Access Services offered herein will be provided to Customers on a first-come, first-served basis and (2) the Company facilities-based Network Interconnection Services offered herein will be provided to Customers on a first-come, first-served basis.

The first-come, first-served sequence shall be based upon the received time and date recorded, by stamp or other notation, by the Company on Service Orders provided by Customers. These orders must contain all the information as required for each respective service as delineated in other sections of this tariff. Service Orders shall not be deemed to have been received until such information is provided. Should questions arise which preclude order issuance due to missing information or the need for clarification, the Company will attempt to seek such missing information or clarification on a verbal basis. For standard intervals, the Customer may contact the Company's Customer Service Center.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Continued)

2.1.3 Liability

A. Limits of Liability

The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected.

THE FOLLOWING LANGUAGE IS REQUIRED TO BE INCLUDED IN THIS TARIFF PURSUANT TO THE PUBLIC UTILITIES COMMISSION (PUCO) RULES: Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

B. Acts or Omissions

The Company shall not be liable for any act or omission of any other Carrier or Customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other Carrier or Customer providing a portion of a service.

C. Damages to Customer or End User Premises

The Company is not liable for damages to the Customer Premises or any End User Premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Continued)

2.1.3 Liability (Continued)

D. Explosive Atmospheres

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

E. No License Granted

No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the Customer against claims of patent infringement arising solely from the use by the Customer of services offered under this tariff and will indemnify such Customer for any damages awarded based solely on such claims.

F. Circumstances Beyond the Company's Control

The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, acts or omissions of sub-contractors or suppliers, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Continued)

2.1.4 Provision of Services

The Company will provide to the Customer, at the Customer's request upon reasonable notice, services offered in this tariff. Services will be made available to the extent that such services are or can be made available with reasonable effort, and the Company determines that sufficient capacity and facilities are available to allow for the provision of such services.

When Special Construction is necessary, the provisions and charges as set forth in this Company's Tariff will apply.

2.1.5 Points of Termination

Access Services provided under this tariff will include any entrance cable or drop wiring and wire or intrabuilding cable to that point where provision is made for termination of the Company's outside distribution network facilities at a suitable location inside a Customer Premises (i.e., the Point of Termination (POT)). Such wiring or cable will be installed by the Company to the POT. Moves of the POT at the Customer Premises will be as set forth in 2.4.1.C.3. following.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Continued)

2.1.6 Service Maintenance

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

A. Trouble Reporting

1) Trouble Receipt

The first point of contact (the Company or the Customer) will, upon receipt of the trouble report, be responsible for determining the source of the trouble by testing or other means. If analysis or testing indicates the trouble to be in the service provided by a service provider other than the one taking the report, the holder of the trouble report may refer the trouble report to the appropriate service provider (the Company or the Customer) or the person or entity who initiated the trouble report may be referred to the appropriate service provider.

2) Sectionalization

The Company or Customer identifying the trouble is responsible to initiate sectionalization to the Point of Termination or Point of Interconnection. It is anticipated that the sectionalization could involve cooperative testing and, in the interest of maintaining continuity of service, all entities are expected to participate in this activity when requested.

3) Repair Verification

Repair verification tests, as warranted by the trouble condition found, will be cooperatively performed upon request by the Company or Customer to ensure the service is operational.

4) Reserved For Future Use

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Continued)

2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business, substitute, change or rearrange any Company facilities used in providing service under this tariff. Such actions may include, without limitation:

- substitution of fiber or optical facilities,
- change of minimum protection criteria,
- change of operating or maintenance characteristics of facilities, or
- change of operations or procedures of the Company.

In case of any such substitution, change or rearrangement, the transmission parameters will be within the range set forth in applicable sections of this tariff. The Company shall not be responsible if any such substitution, change or rearrangement renders any Customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the Customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the Customer to determine reasonable notification procedures.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Continued)

2.1.8 Refusal and Discontinuance of Service

- A. If a Customer fails to comply with 2.1.6. preceding or 2.3.1., 2.3.4., 2.3.5., 2.4. or 2.5. following including any Customer's failure to make payments on the date and times therein specified, the Company may, on thirty (30) days written notice to the Customer, take the following actions:

- refuse additional applications for service from the Customer and/or;
- refuse to complete any pending service orders from the Customer, and/or;
- discontinue the provision of service to the Customer.

In the case of discontinuance all applicable charges, including termination charges, shall become due.

- B. If a Customer or Customer's End User fails to comply with 2.2.2. following, the Company may, on its own initiative or upon written request from a Customer, an End User or another Carrier, terminate service to any Customer or End User identified as having utilized service provided under this tariff in the completion of abusive or unlawful telephone calls. Service shall be terminated by the Company as provided for in its local exchange service tariffs.

In such instances when termination occurs pursuant to a request, the Company shall be indemnified, defended and held harmless by any Customer, End User or other Carrier requesting termination of service against any suit, claim, loss or damage, including punitive damages, attorney fees and court costs, arising from the Company's actions in terminating such service, unless caused by the Company's negligence.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Continued)

2.1.8 Refusal and Discontinuance of Service (Continued)

- C. Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if the Customer fails to comply with 2.2.1 following, the Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, the Company may temporarily discontinue service forthwith if such action is reasonable in the circumstances. In case of such temporary discontinuance, the Customer will be notified promptly and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.
- D. If the Company does not refuse additional applications for service and/or does not discontinue the provision of the services as specified for herein, and the Customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service and/or to discontinue the provision of the services to the non-complying Customer without further notice.
- E. The Company may immediately, and without notice, discontinue the furnishing of any and/or all services to the Customer if the Company deems that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, other customers, facilities or services. The Company may discontinue service under this Section 2.1.8.E, if the Company determines that a Customer is using, or attempting to use, the services with the intent to avoid the payment, either in whole or in part, of any of the Company's tariffed charges by:
- Using or attempting to use service by rearranging, tampering with, or making connections not authorized by this tariff to the Company's service, or
 - Using fraudulent means or devices, tricks, false or invalid numbers, false credit devices, or electronic devices, whether directed at the Company or others, or
 - Using any fraudulent means or devices.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Continued)

2.1.8 Refusal and Discontinuance of Service (Continued)

F. The Company may discontinue the furnishing of any and/or all services to the Customer or refuse additional applications for service to the extent such services are discontinued or applications are refused by the Incumbent Local Exchange Carrier.

2.1.9 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to the following:

- equipment or facilities additions,
- removal or rearrangements,
- routine preventative maintenance, and
- major switching machine change-out

Generally, such activities are not individual Customer service specific, but may affect many Customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements.

2.1.10 Coordination with Respect to Network Contingencies

The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY (Continued)

2.1.11 Provision and Ownership of Telephone Numbers

The Company reserves the right to assign, designate or change telephone numbers, any other call number designations associated with services provided under this tariff, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary for the Company to make a change in such number(s), the Company will furnish to the Customer six (6) months notice, by Certified US mail of the effective date and an explanation of the reason(s) for such change(s).

2.1.12 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company network. The Company maintains the right to apply protective controls over any traffic carried over its network, including that associated with Access Services or Network Interconnection Services. Generally, protective measures (such as those actions which selectively cancel the completion of traffic) would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

2.1.13 Design Layout Reports

For Access Services, at the request of the Customer, the Company will provide to the Customer the makeup of those facilities, provided by the Company, directly connecting the Customer Premises and the Company's End Office. For Network Interconnection Services the Company will provide the makeup of the facilities between the POI and the Company's End Office. This information will be provided in the form of a Design Layout Record. The Design Layout Record will be provided to the Customer at no charge, and will be reissued or updated whenever these facilities are materially changed.

2. GENERAL REGULATIONS

2.2 USE

2.2.1 Interference or Impairment

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this tariff shall not:

- interfere with or impair service over any facilities of the Company, its affiliated companies, or its connecting and concurring carriers involved in its services,
- cause damage to their plant,
- impair the privacy of any communications carried over their facilities, or
- create hazards to the employees of any of them or to the public.

2.2.2 Unlawful and Abusive Use

The service provided under this tariff shall not be used for an unlawful purpose or used in an abusive manner.

Abusive use includes:

- The use of the service of the Company for a call or calls, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another;
- The use of the service in such a manner as to interfere with the use of the service by one or more other Customers.

If a Customer (or any reseller or intermediary in the sales chain between the Customer and an end user) fails to comply with Section 2.2.3. (Use of AT&T Marks), following, the Company may, on written notification to the Customer, immediately deny requests for additional service and/or restrict service to the non-complying Customer. If the non-compliance is not cured to AT&T's reasonable satisfaction within 30 days after the date of notification, the Company may discontinue the service upon five days prior written notice to the Customer (such cure may require, among other things, corrective communications with end users, in addition to cessation of the non-complying use of AT&T's Marks). The Company may pursue any other available remedies with respect to the conduct that constitutes the non-compliance.

2. GENERAL REGULATIONS

2.2 USE (Continued)

2.2.3 Use of AT&T Marks

When Access Service is resold, neither the Customer nor any other reseller or intermediary in the sales chain between the Customer and an end user may make any use (including but not limited to use in advertising, promotional materials, Internet or other on-line website, stationery, business cards, billing material or signage) of AT&T's name, logo, trademarks and service marks (registered and unregistered), trade dress or other symbols that serve to identify and distinguish AT&T from its competitors ("AT&T's Marks"), or of any confusingly similar name, logo, trademarks and service marks (registered and unregistered), trade dress or other symbols, except that a reseller may:

- A. Use AT&T's Marks in comparative advertising solely to identify AT&T as a competitor, or to identify AT&T's competing services, provided such use is not made in a factually incorrect or misleading context or in a manner that is likely to cause confusion or mistake, or to deceive or to identify AT&T as an underlying provider of the reseller's service;
- B. use AT&T's Marks pursuant to the terms of a separate written brand licensing agreement;
- C. use AT&T's name to the extent it is specifically required by statute, regulation or other government requirement to do so, and;

2. GENERAL REGULATIONS

2.2 USE (Continued)

2.2.3 Use of AT&T Marks (Continued)

- D. indicate, in response to an unsolicited inquiry from an end user (including a prospective end user), that it uses AT&T as its underlying carrier, provided the reseller also:
- 1) advises the end user that a portion of its service will be provided using reseller's own switching or transmission facilities (if applicable);
 - 2) identifies any other long distance providers the reseller uses in providing service to the end user;
 - 3) advises the end user it will not be an AT&T Customer for the resold service, and;
 - 4) does not emphasize AT&T's name more than either its own name or that of any other long distance provider the reseller uses.

For purposes of this provision, Access Service is resold if the Customer (or any other reseller or intermediary in the sales chain between the Customer and an end user) uses Access Service to reoffer telecommunications service to others (with or without "adding value") for profit.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.1 Damages

The Customer shall reimburse the Company for damages to Company facilities or the facilities of any third party utilized to provide services under this tariff caused by the negligence or willful act of the Customer or resulting from the Customer's improper use of such facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one Customer liable for another Customer's actions. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

2.3.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period. The equipment shall be returned in as good condition as reasonable wear will permit.

2.3.3 Equipment Space and Power

The Customer shall furnish or arrange to have furnished to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at non-Company locations where such services terminate. The selection of ac or dc power shall be mutually agreed to by the Customer and the Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Company facilities used to provide services.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Continued)

2.3.4 Availability for Testing

Access to facilities used to provide services under this tariff shall 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. Such tests and adjustments shall be completed within a reasonable time. As set forth in 2.4.5.C.4. following, no credit will be allowed for any interruptions involved during such tests and adjustments.

2.3.5 Design of Customer Services

Subject to the provisions of 2.1.7. preceding, the Customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services 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 Company's facilities.

Customer services must be designed and maintained, and sufficient services ordered from the Company, so that the following grades of service are maintained on the Customer's Access Service or Network Interconnection Service trunks:

- For traffic routed via Access Tandems: P.005
- For traffic routed directly to End Offices: P.01

2.3.6 References to the Company

The Customer may advise End Users that certain services are provided by the Company in connection with the service the Customer furnishes to End Users; however, the Customer shall not represent that the Company jointly participates in the Customer's services. This provision applies only with respect to a Customer of an Access Services term plan (including a Contract Tariff or other serving arrangement subject to a term of service requirement) for which (a) the term began prior to July 24, 1998 and (b) the rates, terms and conditions have not been changed after July 24, 1998. For all other Customers, the provisions of Section 2.2.3., preceding, apply.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Continued)

2.3.7 Indemnification

- A. With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the Customer.
- B. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses and damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's circuits, facilities, or equipment connected to the Company's services provided under this tariff including, without limitation, Worker's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the Customer, its officers, agents or employees.
- C. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the Customer or third parties arising out of any act or omission of the Customer in the course of using services provided under this tariff.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Continued)

2.3.7 Indemnification (Continued)

D. The Company shall be entitled to be defended, indemnified and saved harmless by any person using the Customer's services from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by such person or any third party, arising out of any act or omission of any party in connection with services provided under this tariff to the full extent that the Customer is entitled to be so defended, indemnified and saved harmless by such person pursuant to contract, tariff or otherwise. The Customer will cooperate with the Company in ensuring that the Company is entitled to the benefits of this subsection.

2.3.8 Coordination with Respect to Network Contingencies

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Continued)

2.3.9 Jurisdictional Report Requirements

A. General

The Company cannot in all cases determine the jurisdictional nature of Customer traffic and its related minutes of use. In such cases the Customer shall be requested to provide a projected estimate of its split between the intrastate and interstate jurisdictions. The following regulations govern such estimates and their reporting by the Customer.

Pursuant to Federal Communications Commission Order FCC 85-145 released April 16, 1985, interstate usage is to be developed as though every call that enters a Customer network at a point within the same state as that in which the called station (as designated by the called station telephone number) is situated is an intrastate communication and every call for which the point of entry is a state other than that where the called station (as designated by the called station telephone number) is situated is an interstate communication.

1) Jurisdictional Reports

When the Company is unable to determine the jurisdictional nature of the Customer's traffic, the Customer shall report the Percent of Interstate Use (PIU) by LATA and such report will be used for billing purposes.

Effective on the first of January, April, July and October of each year the Customer shall update the jurisdictional report. The Customer shall forward to the Company, to be received no later than twenty (20) days after the first of each such month, a revised report showing the intrastate and interstate percent of use for the past 12 months ending the last day of December, March, June and September, respectively for each LATA. The revised report will serve as the basis for the next three (3) months billing and will be effective on the bill date for that service. No prorating or back billing will be done based on the revised report.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Continued)

2.3.9 Jurisdictional Report Requirements (Continued)

A. General (Continued)

1) Jurisdictional Reports (Continued)

If the Customer does not supply the jurisdictional reports, the Company may deem the Customer to have reported percentages that are the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company may deem the Customer to have reported percentages that are the same as those provided in the order for service. Absent percentages supplied (or deemed by the Company to have been supplied) by the Customer, the Company will, only for that portion of the Customer's usage for which the Company is unable to determine the appropriate jurisdiction, bill the Customer's usage at the jurisdictional rate which produces the highest charge. This default billing procedure will remain in effect until the Customer: provides call detail information to the Company pursuant to 2.3.11 following (if the provision of such information would permit the Company to determine jurisdiction), supplies the necessary jurisdictional percentages, or agrees with the Company on an alternate default billing procedure.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Continued)

2.3.9 Jurisdictional Report Requirements (Continued)

B. Jurisdictional Audits

The Customer shall keep sufficient detail from which the percentages of use reported to the Company (or deemed by the Company to have been reported) can be verified and upon request of the Company make such records available for inspection and audit. The Customer shall supply the required data to the Company within 30 calendar days of the Company request. The Customer must maintain these records for 24 months from the date the report became effective for billing purposes.

Initiation of an audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for a single Customer no more than once per year.

In the event that an inspection or audit reveals that any Customer reported percentages of use were incorrect, the Company shall apply the inspection or audit result to all usage affected by the inspection or audit. The Customer shall be back billed or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Back billed amounts are subject to a late payment penalty as set forth in 2.4.2.C. following.

Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of charges to the Company of five (5) percent or more of the total Access Services or Network Interconnection Services bill, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be bills, in reasonable detail, submitted to the Company by the auditor.

Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Continued)

2.3.10 Determination of Charges for Mixed Intrastate, Interstate and/or Local Usage

A. Usage Sensitive Rate Elements

When the Customer's usage has mixed intrastate and interstate traffic, for that portion of the usage for which the Company is unable to determine the appropriate jurisdiction, the usage charges will be prorated between the intrastate and interstate. The jurisdictional percentages or default procedure set forth in 2.3.9. preceding, will serve as the basis for prorating the charges.

B. Monthly and Nonrecurring Chargeable Rate Elements

When the jurisdiction of the rate element can be determined by the Company the charges applicable to the appropriate jurisdiction will be applied. Rate elements for which the Company cannot determine the appropriate jurisdiction will be prorated between intrastate and interstate. The jurisdictional percentages or default procedure set forth in 2.3.9. preceding, will serve as the basis for prorating the charges.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Continued)

2.3.11 SS7 Signaling; Call Detail Information

A. SS7 Signaling

The Customer will use SS7 signaling to set up Calls pursuant to this tariff. The Customer shall provide Calling Party Number (CPN) within the SS7 signaling message, if available. If it is technically infeasible for the Customer to use SS7, multi-frequency (MF) signaling shall be used by the Customer. The Customer may elect to arrange for signaling connectivity through a third party provider which is connected to the Company's SS7 network.

B. Call Detail Information

To the extent not provided pursuant to A. preceding, the Customer shall, to the extent technically feasible and consistent with industry standards, cause to be transmitted to the Company with each Call information sufficient to identify the originating and terminating telephone numbers for such Call and each Carrier (including the Customer) with respect to such Call.

C. Reserved For Future Use

2.3.12 Supervisory Signaling

The Customer's facilities connected to Access Service or Network Interconnection Service shall provide the necessary On-hook, Off-hook, answer and disconnect supervision.

2.3.13 Provision of Facility and Trunking Requirements

At the request of the Company, the Customer shall provide to the Company estimates of its facility and trunking requirements by End Office for each month in the ensuing 12-month period. Requests by the Company for such estimates will not be made more than once every six months.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Continued)

2.3.14 Sales, Use and Other Taxes/Charges

The Customer is responsible for the payment of its portion of any sales, use, gross receipts, excise, franchise, access or other local, state and federal taxes, charges or surcharges (however designated), excluding taxes on the Company's net income, imposed on or based upon the provision, sale or use of services.

If the Company becomes liable for any sales, use, gross receipts, excise, franchise, access or other local, state or federal taxes, charges or surcharges (however designated), excluding taxes on the Company's net income, which are imposed on or based upon the provision, sale or use of services, and which are in addition to such taxes, charges or surcharges already specified in this tariff, in such event the Company may seek recovery for payment of such taxes, charges or surcharges from the date that the Company first became liable for same.

In the event of any dispute over the lawfulness of any tax, charge or surcharge, the Company may elect to impose such tax, charge or surcharge during such dispute, unless otherwise ordered by a court or other lawful authority with jurisdiction. The Company shall credit or refund any funds thus collected, if ordered to do so by such court or other lawful authority if such funds were retained by the Company, or were returned to the Company by the taxing jurisdiction which imposed such tax charge or surcharge.

2.3.15 Settlements Through Other Carriers

Where traffic is transmitted through the facilities of another Carrier, including the Incumbent Local Exchange Carrier, the Company and the Customer may permit such other Carrier to act on their behalf for billing and settlements relating to such traffic.

In certain circumstances, the Company makes arrangements with another carrier (an "Intermediate Carrier") under which the Intermediate Carrier will provide services that may include, without limitation, data base, switching and/or transport services in connection with Calls and is authorized by the Company to bill the Customer for all access services under the Intermediate Carrier's tariff as if all such services had been provided by the Intermediate Carrier. Where such arrangements are in effect, the terms and conditions governing payment (including applicable rates and charges) for services shall be governed by the applicable tariff of the Intermediate Carrier (or other arrangement in effect between the Intermediate Carrier and the Customer), rather than this Tariff.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Continued)

2.3.16 Identification and Rating of Toll VoIP-PSTN Traffic

A. Scope

This section only applies to toll VoIP-PSTN traffic exchanged between the Company and the customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. Toll VoIP-PSTN traffic originates and/or terminates in IP format if it originates from and/or terminates to an end-user customer of a service that requires Internet protocol-compatible customer premises equipment.

1. This section governs the identification of originating and terminating intrastate toll VoIP-PSTN traffic and facilities to which interstate switched access rates apply (unless the parties have agreed otherwise) in accordance with the transitional Intercarrier Compensation framework for toll VoIP-PSTN traffic adopted by the Federal Communications Commission in its Report and Order, FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order"). Specifically, this section establishes the method that will be used to identify the percentage of the customer's intrastate access traffic, that will be treated as intrastate toll VoIP-PSTN traffic (referred to in this tariff as " Relevant Toll VoIP-PSTN Traffic"),
2. This section applies to originating and terminating intrastate switched access minutes of use ("MOU") and facility rate elements of all Access customers.
3. The customer shall not modify its reported PIU factor to account for the toll VoIP-PSTN Traffic for MOU and facility rate elements.

B. Rating of Toll VoIP-PSTN Traffic

The Relevant Toll VoIP-PSTN Traffic terminating from the customer to the Company and facility rate elements identified in accordance with this tariff section will be billed at rates equal to the Company's applicable tariffed terminating interstate switched access rates as specified at <http://serviceguide.att.com/ABS/ext/TariffDetails.cfm> in AT&T's Federal Access Tariff, Section 17.13.3-17.15.1, unless the corresponding intrastate rate is lower. If the intrastate rate is lower, then the intrastate rate will be applied to the relevant VoIP-PSTN Traffic for billing. Relevant VoIP-PSTN Traffic originating from the Company or another provider to the customer will be rated using intrastate rates and rate structure until June 30, 2014.

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Continued)

2.3.16 Identification and Rating of Toll VoIP-PSTN Traffic (Continued)

C. Calculation and Application of Percent-VoIP-Usage Factors

The Company will determine the number of Relevant Toll VoIP-PSTN Traffic terminating MOU and facility rate elements to which VOIP rates will be applied under subsection (B), above, by applying the Percent VoIP Usage ("PVU") factor to the intrastate access terminating MOU exchanged and facilities between the Company and the customer. The PVU factors will be derived and applied as follows:

1. The customer will calculate and furnish to the Company a factor (the "PVUC") on an ACNA basis which would aggregate traffic from Carrier Identification Code(s) ("CIC") or Operating Company Numbers ("OCNs") associated with the ACNA. This PVUC represents the percentage (whole number) of the total terminating intrastate access MOU that the customer exchanges with the Company end users in the State that is sent to the Company that originated in IP format at the end user. This PVUC shall be based on information such as the number of the customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
2. The Company will calculate and periodically update a factor (the "PVUT") representing the percentage (whole number) of the total intrastate access MOU that the Company exchanges with the customer end users in the State, that is received from the Customer and terminated in IP format at the end user. This PVUT shall be based on information such as the number of the customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Continued)

2.3.16 Identification and Rating of Toll VoIP-PSTN Traffic (Continued)

- C. Calculation and Application of Percent-VoIP-Usage Factors (Continued)
- 3. The Company will develop a Customer Percent VoIP Usage ("PVU") factors combining the Customer's PVUC factor with the Company's PVUT factor.
- a. The PVU calculation below is applied when the Company does not bill based on actual call detail records for the intrastate Company's IP traffic at relevant VOIP rates.

PVU = PVUC + [PVUT x (1-PVUC)] is applied to the traffic exchanged between the Company and customers end user's total intrastate MOU and facility rate elements

Example: The customer reported that their PVUC as 40%. The Company's PVUT is 10%. This results in the following:

$$PVU = 40\% \text{ plus } (10\% \text{ times } (1-40\%)) = 46\%$$

This means that 46% of the terminating Intrastate MOU exchanged between the customer and the Company's end users will be rated at VOIP rates.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Continued)

2.3.16 Identification and Rating of Toll VoIP-PSTN Traffic (Continued)

- C. Calculation and Application of Percent-VoIP-Usage Factors (Continued)
- b. The PVU calculation below is applied when the Company bills are based on the actual call detail records for the intrastate Company's IP traffic at VOIP rates.

The formula for usage will be as follows:

$PVU = PVUC \times (1 - PVUT)$ applied to the traffic exchanged between the customer and the Company's TDM end user's total terminating intrastate MOU.

$PVU = PVUC + [PVUT \times (1 - PVUC)]$ is applied to the facility rate elements

Example: The Company has identified that there was 10,500 Intrastate MOU that were identified exchanged between the Customer and the Company's IP end users. The Customer reported that their PVUC as 40%. The Company's PVUT is 10%. This results in the following:

$$PVU = 40\% \text{ times } (1 - 10\%) = 36\%$$

This means that 36% of the terminating Intrastate MOU exchanged between the Customer and the Company's TDM end users will be rated at VOIP rates and the intrastate 10,500 MOU will also be rated at Interstate rates.

For the facility rate elements the formula that is applied to the intrastate dedicated facilities is as follows:

$$PVU = 40\% \text{ plus } (10\% \text{ times } (1 - 40\%)) = 46\%$$

Therefore 46% of the Intrastate facilities will be rated at VOIP rates.

4. If the customer does not furnish the Company with a PVUC pursuant to the preceding paragraph (C) (1), the Company will utilize a customer PVUC of 0%.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Continued)

2.3.16 Identification and Rating of Toll VoIP-PSTN Traffic (Continued)

D. PVU Factor Updates

The customer and the Company must update the PVUC factor using the method set forth in subsection (C) (1) through (4), above. The customer shall forward to the Company, no later than September 15, 2012, this new PVUC factor.

Prospectively, the customer may update the PVUC factor quarterly using the method set forth in subsection (C)(1) through (4) above. If the customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVUC factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. The Company will use the revised PVUC to calculate a revised PVU. The revised PVU factor will only apply prospectively and serve as the basis for billing until superseded by a new PVU.

E. PVU Factor Verification

Not more than twice in any year, either party may ask to verify the PVU factor furnished. Both parties shall comply and shall reasonably provide the records and other information used to determine their PVU, as specified in section (C) (1) and (4) above. Both parties shall retain and maintain (for verification purposes) the records and other information used to determine the PVU for at least 12 months after the PVU is filed (or longer if any other section of the Company's tariffs or applicable law requires a longer period). The verification process shall be conducted consistent with the provisions in the AT&T's Federal Access Tariff, Section 2.3.10. Any billing disputes related to PVU factors will be addressed using the existing claim process outlined in AT&T F.C.C. No. 28, Section 2.4.2-2.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Continued)

2.3.16 Identification and Rating of Toll VoIP-PSTN Traffic (Continued)

F. Verification Process

The Company will review these Customers provided PVUC records referenced in E. above. If the review results represent what the Company considers to be a substantial deviation from the customer's previously reported PVUC or if the PVUC appears unreasonable as compared to other related types of data, the Company will contact the customer within 30 days. This deviation issue will be dealt within one of the following ways. The current PVUC will continue to be utilized until resolution from either of the 2 methods below.

1. The Company and the customer will come to an agreement as to an appropriate PVUC within 30 days of receipt of the customer's PVUC records, bringing the issue to the customer's attention.
2. Within 45 days of the receipt of these records by the Company, either the Company or the customer may make the customer's PVUC records available to an independent auditor (no less reputable than the firm that such party would use in the normal course of business for its annual report) for review and to determine the PVUC. The party requesting the independent audit will be responsible for all costs associated with the audit. If these PVUC records are not available or these records are not reasonable enough for the auditor to calculate the PVUC, then a PVUC factor of zero will be assigned if this is the customer's initial factor. If this is an update to a previous factor, the previous factor will be utilized until either a PVUC can be agreed upon between the Company and the customer or an audit can be completed utilizing records acceptable for determination of a PVUC by the auditor. When an auditor determines a PVUC, that PVUC will be employed until the next customer-provided PVUC is available as referenced in the (D) or (F) procedures above. The Company will apply the auditor-determined PVUC retroactively to the date when the reviewed PVUC was submitted by the Customer.

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Continued)

2.3.16 Identification and Rating of Toll VoIP-PSTN Traffic (Continued)

F. Verification Process (Continued)

3. If the review of the Company's PVUT factor represents what the customer considers to be a substantial deviation from the Company's previously applied PVUT, or if the PVUT appears unreasonable as compared to other related types of data, the customer will notify the Company within 30 days of receipt and the question of reasonableness and acceptance will be resolved.
 - a. The Company will provide the records within 10 days after notice, and the Company and the customer may agree to an appropriate PVUT within 30 days of the provision of the PVUT records.
 - b. Within 45 days of the receipt of these records by the customer, either the Company or the customer may make the Company PVUT records available to an independent auditor (no less reputable than the firm that such party would use in the normal course of business for its annual report) for review and to determine the PVUT. The party requesting the independent audit will be responsible for all costs associated with the audit. The Company will apply the auditor-determined PVUT retroactively to the date when the customer's most recent PVUT was submitted.

G. Initial PVU Factor

If the PVU factors are not available and/or cannot be implemented in the Company's billing system by January 1, 2012, when the factors are available and can be implemented in the Company's billing systems, the Company will adjust the customer's bills to reflect the PVU factors retroactively to January 2012 usage and facilities. In calculating the initial PVUC factors, the Company will employ the customer-specified PVUC retroactively to January 2012 usage and facilities, provided that the customer provides the factor to the Company no later than 30 days from the effective date of this tariff. Otherwise, it will set the initial PVU factors, as specified in subsection (C)(4) above.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.1 Description of Rates and Charges

There are three types of rates and charges that can apply to Access Services or Network Interconnection Services. These are monthly recurring rates, usage rates and nonrecurring charges. These rates and charges are applied differently to the various rate elements as set forth in applicable sections of this tariff. Other charges may also apply as set forth in D. following.

A. Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have thirty (30) days.

B. Usage Rates

Usage rates are rates that apply only when a specific rate element is used. These are applied on a per occurrence (e.g., access minute or query) basis. Usage rates are accumulated over a monthly period.

C. Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation of new services or rearrangements of installed services).

1) Installation of Service

The nonrecurring charges applicable to the installation of Access Services or Network Interconnection Services are applied on a per facility, trunk or other basis as specified in SECTION 17. In addition, certain nonrecurring charges may consist of "first" and "additional" charges. When charges are listed in this manner, the "first" charge applies to the first facility or trunk specified on the order, with the "additional" charge applied to each additional facility or trunk specified on the same order.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Continued)

2.4.1 Description of Rates and Charges (Continued)

C. Nonrecurring Charges (Continued)

2) Service Rearrangements

Service Rearrangements are changes to existing (installed) services which do not result in a change in the minimum period requirements, a change in the physical location of the Point of Termination (POT) at the Customer Premises or a change of the Customer's Point of Interconnection (POI). Changes which result in the establishment of new minimum period obligations are treated as disconnects and starts. Changes in the physical location of the POT or POI are treated as moves and are described and charged for as set forth in 3) following.

The charge to the Customer for a service rearrangement is dependent on whether the change is "records only" or administrative in nature or involves an actual physical change to the service. "Records only" changes as set forth in Section 5.4.1.A. will be made without charge(s) to the Customer. The charges for administrative changes are as set forth in Section 5.4.2. The charges applicable to all other rearrangements are as set forth in applicable sections of this tariff.

3) Moves

A move involves a change in the physical location of the POT at the Customer Premises or the Customer's POI. The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.

a. Moves Within the Same Building

When the move is to a new location within the same building, the Service Order Charge and one-half of all other applicable nonrecurring charges will apply. There will be no change in the minimum period requirements.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Continued)

2.4.1 Description of Rates and Charges (Continued)

C. Nonrecurring Charges (Continued)

3) Moves (Continued)

b. Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

4) Ordering Charges

Certain nonrecurring charges apply in connection with the ordering of Access Services or Network Interconnection Services as set forth in Section 5 (e.g., Service Order Charge, Service Date Change Charge, Design Change Charge).

5) Engineering Charges

Engineering Charges apply in connection with Network Interconnection Service. These charges apply per DS1 trunk group (24 trunks).

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Continued)

2.4.2 Payment of Rates, Charges and Deposits

A. Deposits

The Company will only require a Customer which has a proven history of late payments to the Company or does not have established credit, to make a deposit prior to or at any time after the provision of a service to the Customer. No such deposit will be required of a Customer who is a successor of a Company which has established credit and has no history of late payments to the Company. Such deposit will not exceed the actual or estimated rates and charges for the service for a two (2) month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded.

Such a deposit will be refunded or credited to the account when the Customer has established credit or, in any event after the Customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the Customer. In case of a cash deposit, simple interest will be paid in accordance with Ohio Administrative Code 4901:1-17-05.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Continued)

2.4.2 Payment of Rates, Charges and Deposits (Continued)

B. Bill Dates

The Company shall bill on a current basis all charges incurred by and credits due to the Customer under this tariff attributable to services established or discontinued during the preceding billing period. In addition, the Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears. The bill day (i.e., the billing date of a bill for a Customer for service under this tariff), the period of service each bill covers and the payment date will be as follows:

- 1) Reserved for Future Use

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Continued)

2.4.2 Payment of Rates, Charges and Deposits (Continued)

B. Bill Dates (Continued)

2) Access Service and Network Interconnection Service

Unless otherwise provided in this tariff, for Access Service and Network Interconnection Service, the Company will establish a bill day each month for each Customer account or advise the Customer in writing of an alternate billing schedule. Alternate billing schedules shall not be established on less than sixty (60) days notice or initiated by the Company more than twice in any consecutive twelve (12) month period.

The bill will cover non-usage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due in Immediately Available funds in U.S. dollars by the payment date, as set forth in C. following. If payment is not received by the payment date, a late payment penalty will apply as set forth in C. following.

Notwithstanding the above, bills will not be issued for amounts under \$105.00. In such cases Customer billing will be held until the total amount of the bill equals or exceeds \$105.00 or the Customer discontinues its service with the Company.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Continued)

2.4.2 Payment of Rates, Charges and Deposits (Continued)

C. Payment Dates and Late Payment Charges

- 1) All bills dated as set forth in B.2. preceding, provided to the Customer by the Company are due thirty (30) days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in Immediately Available funds in U.S. dollars. If the Customer does not receive a bill at least twenty (20) days prior to the 30 day payment due date, then the bill shall be considered delayed. When the bill has been delayed, upon request of the Customer the due date will be extended by the number of days the bill was delayed. Such request of the Customer must be accompanied with proof of late bill receipt.

If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer as follows:

- If the payment date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Legal Holiday.
- If the payment date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Continued)

2.4.2 Payment of Rates, Charges and Deposits (Continued)

C. Payment Dates and Late Payment Charges (Continued)

- 2) Further, if no payment is received by the payment date or if a payment or any portion of a payment is received by the Company after the payment date as set forth in 1) preceding, or if a payment or any portion of a payment is received by the Company in funds which are not immediately Available funds in U.S. dollars, then, subject to billing and systems availability, a Late Payment Charge shall be due to the Company. The Late Payment Charge shall be the payment or the portion of the payment, in excess of \$25.00, not received by the payment date times a late factor.

The late factor shall be 1.5% per month (unless an applicable law or regulation specifies a lower rate to be charged) or portion thereof applied from the 31st calendar day after payment date to and including the date that the Company actually receives the payment. The Late Payment Charge shall be assessed monthly, based on the delinquent balance maintained on the account at that time.

D. Billing Disputes Resolved in Favor of the Company

In the event that a Customer disputes all or part of the billed amount, the Customer shall pay the disputed amount in a manner agreed to by the Company and the Customer. In the event that the Customer does not pay the disputed amount in full pending resolution of the dispute, Late Payment charges will not apply to amounts withheld pending settlement of the dispute. If the Company sustains the charges after investigating the dispute, the applicable Late Payment Charges shall be deemed correct and binding on the customer. If, alternately, the Company credits the charges after investigating the dispute, the Late Payment Charges will not apply.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Continued)

2.4.2 Payment of Rates, Charges and Deposits (Continued)

E. Billing Disputes Resolved in Favor of the Customer

If the Customer pays the total billed amount as required under D. preceding and disputes all or part of the amount, the Company will refund any overpayment. In addition, the Company will pay to the Customer penalty interest on the overpayment. When a claim is filed within ninety (90) days of the due date, the penalty interest period shall begin on the payment date. When a claim is filed more than ninety (90) days after the due date, the penalty interest period shall begin from the date of the claim or the date of overpayment, whichever is later.

The penalty interest period shall end on the date that the Company actually renders the overpayment to the Customer. The penalty interest rate shall be the rate set forth in C.2) preceding.

F. Proration of Charges

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period will be prorated to the number of days based on a thirty (30) day month. The Company will, upon request, furnish within thirty (30) days of a request and at no charge to the Customer such detailed information as may reasonably be required for verification of any bill.

G. Rounding of Charges

When a rate as set forth in this tariff is shown to be more than two decimal places, the charges will be determined using the rate shown. The resulting total amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Continued)

2.4.3 Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month except as otherwise specified. Usage rated services (e.g., Tandem-Switched Transport) have no minimum period.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not. The applicable charge will be the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period plus any usage, nonrecurring and/or Special Construction charge(s) that may be due.

2.4.4 Cancellation of an Order for Service

Provisions for the cancellation of an order for service are set forth in Section 5.5.

2.4.5 Credit Allowance for Service Interruptions

A. General

A service is interrupted when it becomes unusable to the Customer because of a failure of a facility or component used to furnish service under this tariff or in the event that the protective controls applied by the Company as set forth in 2.1.12 preceding result in the complete loss of service by the Customer. An interruption period starts when an inoperative service is reported to the Company, and ends when the service is operative.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Continued)

2.4.5 Credit Allowance for Service Interruptions (Continued)

B. When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption shall be provided unless one or more of the conditions set forth in Section 2.4.5.C. applies.

1) Credit Allowance Computation

For flat rated Access Service or Network Interconnection Service rate elements, no credit shall be allowed for an interruption of less than thirty (30) minutes. The Customer shall be credited for an interruption of thirty (30) minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of thirty (30) minutes or Major Fraction Thereof that the interruption continues.

The monthly charges used to determine the credit shall be the total of all the monthly rate element charges associated with the service.

2) Credit Allowances Cannot Exceed Monthly Charges

The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the monthly recurring rate for the service interrupted in any one billing period.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Continued)

2.4.5 Credit Allowance for Service Interruptions (Continued)

C. When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- 1) Interruptions caused by the negligence of the Customer.
- 2) Interruptions of a service due to the failure of equipment or systems provided by the Customer or others.
- 3) Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated.
- 4) Interruptions of a service when the Customer has released that service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer prior to the release of that service.
- 5) Periods when the Customer elects not to release the service for testing and/or repair and continue to use it on an impaired basis.
- 6) An interruption or a group of interruptions, resulting from a common cause, that would result in credit in an amount less than one dollar.
- 7) Interruptions of a service which continue because of the failure of the Customer to authorize replacement of any element of Special Construction. The period for which no credit allowance is made begins on the seventh day after the Customer receives the Company's written notification of the need for such replacement and ends on the day after receipt by the Company of the Customer's written authorization for such replacement.

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Continued)

2.4.5 Credit Allowance for Service Interruptions (Continued)

D. Use of an Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

E. Temporary Surrender of a Service

In certain instances, upon notification, the Customer may be requested by the Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the Customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of thirty (30) minutes or Major Fraction Thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Continued)

2.4.6 Re-establishment of Service Following Fire, Flood or Other Occurrence

A. Nonrecurring Charges Do Not Apply

Nonrecurring charges do not apply for the re-establishment of service following a fire, flood or other occurrence attributed to an Act of God provided that:

- 1) The service is of the same type as was provided prior to the fire, flood or other occurrence.
- 2) The service is for the same Customer.
- 3) The service is at the same location on the same premises.
- 4) The re-establishment of service begins within sixty (60) days after Company service is available. (The sixty (60) day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period).

B. Nonrecurring Charges Apply

Nonrecurring charges apply for establishing service at a different location on the same premises or at a different premises pending re-establishment of service at the original location.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Continued)

2.4.7 Title or Ownership Rights

The payment of rates and charges by Customers for the services offered under the provisions of this tariff does not assign, confer or transfer title or ownership rights to service designs, proposals, configurations or facilities developed or utilized, respectively, by the Company in connection with the provision of such services.

2.4.8 Access Services Provided By More Than One Telephone Company

When an Access Service is provided by more than one telephone company, Meet Point Billing is required as set forth in A. following.

A. Meet Point Billing

The regulations and procedures applicable to Meet Point Billing are as set forth below. These regulations and procedures are in conformance with the provisions of the Multiple Exchange Carrier Access Billing (MECAB) and the Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines.

- 1) Each company providing the access service will receive an order or a copy of the order from the Customer as specified in 5.2.1. following, and arrange to provide its portion of the service.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Continued)

2.4.8 Access Services Provided By More Than One Telephone Company
(Continued)

A. Meet Point Billing (Continued)

- 2) When the order is placed with this Company, as specified in 5.2. following, the Company will notify the Customer whether the Access Service may be billed under a single bill or a multiple bill arrangement. Under the single bill arrangement, one company bills the Customer for the Access Service. The bill rendered includes the applicable tariffed rates and charges for each company involved in providing the Access Service. Under the multiple bill arrangement, each company providing the access service renders a bill to the Customer for its portion of the service. The bill rendered includes the applicable tariffed rates and charges for each company involved in providing the Access Service. The Company will also notify the Customer of (a) the company(ies) that will render bills, (b) the company(ies) to whom payment should be made and (c) the company(ies) that will provide the bill inquiry function. The Company shall provide such notification at the time that orders are placed. Additionally, the Company shall provide such notice in writing 30 days in advance of any changes.
- 3) Each company will provide its portion of the Access Service to an interconnection point(s) with the other company(ies) involved.
- 4) Billing Percentages will be determined for the Access Service by the companies involved. The Billing Percentages will be applied as set forth in B. following.

2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Continued)

2.4.8 Access Services Provided By More Than One Telephone Company
(Continued)

B. Determination of Charges

- 1) The charges for all Access Service rate elements provided by this Company in a Meet Point Billing arrangement, except the Tandem-Switched Facility rate element, are determined without the application of Meet Point Billing Percentages.
- 2) The charges for the Tandem-Switched Facility rate element are determined as follows:
 - a. Determine the appropriate mileage between the two ends of the facility as set forth in Section 15.3.6.
 - b. Determine the billing percentage (BP) which represents the portion of the service provided by this Company as set forth in Section 16.4.
 - c. Multiply the number of Access Minutes routed over the facility times the number of airline miles, determined as set forth in a. preceding, times the BP determined as set forth in b. preceding, times the Tandem-Switched Facility rate.
- 3) The charges for the portion(s) of the access service provided by other companies are determined in accordance with the tariffs of those other companies.

2.4.9 State Taxes

Certain telecommunication services, as defined in the Ohio Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate or terminate in Ohio, or both, and are charged to an End User's telephone number or account in Ohio.

2. GENERAL REGULATIONS

2.5 CONNECTIONS

Equipment and systems (i.e., terminal equipment, multiline terminating systems and communications systems) may be connected with Access Service furnished by the Company where such connection is made in accordance with the provisions specified in Technical Reference Publication AS No. 1, Issue II and in Section 2.1 of this tariff.

2. GENERAL REGULATIONS

2.6 DEFINITIONS

Access Minutes

For the purpose of calculating chargeable usage, the term "Access Minutes" denotes Customer usage, in minutes of use, of Access Service in the provision of intrastate service. Unless otherwise provided in this tariff, on the originating end of an intrastate Call, usage is measured from the time the originating End User's Call is delivered by the Company to and acknowledged as received by the Customer's facilities connected with the originating exchange, and on the terminating end of an intrastate Call, usage is measured from the time the Call is received by the End User in the terminating exchange. Unless otherwise provided in this tariff, timing of usage at both originating and terminating ends of an intrastate Call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable.

Access Service

The term "Access Service" denotes the use of the network or facilities of the Company to enable a Customer to originate or terminate a Call. Notwithstanding the foregoing, "Access Service" does not include any service that constitutes Network Interconnection Service.

Access Tandem

The term "Access Tandem" denotes a switching system which provides a concentration and distribution function for originating or terminating traffic between the Customer Premises and End Offices that are served by such Access Tandem.

ACNA

Access Customers Name Abbreviation

Affiliate

The term "Affiliate" denotes a person or entity that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person or entity. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of 50 percent or more.

2. GENERAL REGULATIONS

2.6 DEFINITIONS (Continued)

Business Day

The term "Business Day" denotes the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 a.m. to 5:00 or 6:00 p.m., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour workweek. However, Business Day hours for the Company may vary based on Company policy, union contract and location.

Call

The term "Call" denotes an End User or Customer attempt for which complete address information (e.g., 7 or 10 digits) is provided to the serving dial tone office.

Carrier or Common Carrier

The term "Carrier" or "Common Carrier" denotes a Local Exchange Carrier or Interexchange Carrier.

Central Office

See End Office.

Central Office Prefix

The term "Central Office Prefix" denotes the first three digits (NXX) of the seven-digit telephone number assigned to an End User's Local Exchange Service.

Channelize

The term "Channelize" denotes the process of multiplexing/demultiplexing wider bandwidth or higher speed channels into narrower bandwidth or lower speed channels.

2. GENERAL REGULATIONS

2.6 DEFINITIONS (Continued)

Communications System

The term "Communications System" denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

Company

The term "Company" denotes AT&T Corp., which is the issuer of this tariff.

Customer(s)

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this tariff.

Customer Premises

The term "Customer Premises" denotes the premises designated or used by the Customer for the provision of Access Service.

Dial Around Service

Dial Around Service allows an End User to reach a non-presubscribed Interexchange Carrier via dialing 10XXX or 101XXXX.

DLS End User

The term "DLS End User" means an End User which purchases the AT&T Digital Link Service offering pursuant to the Company's Local Exchange Service tariff.

DLS End Office

The term "DLS End Office" means an End Office used in connection with the provision of the AT&T Digital Link Service offering pursuant to the Company's Local Exchange Service Tariff.

2. GENERAL REGULATIONS

2.6 DEFINITIONS (Continued)

DS1 Facility

The term "DS1 Facility" denotes a facility that is capable of transmitting electrical signals at a nominal rate of 1.544 Mbps, with the capability to channelize up to 24 voice-frequency transmission paths.

DS3 Facility

The term "DS3 Facility" denotes a facility that is capable of transmitting electrical or optical signals at a nominal rate of 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths.

End Office

The term "End Office" denotes a Company switching system where Local Exchange Service customer station loops (including dedicated digital links from a DLS End User) are terminated for purposes of interconnection to each other and to trunks.

End User

The term "End User" means any customer of telecommunications service that is not a carrier, except that a carrier other than a telephone company shall be deemed to be an "End User" when such carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an "End User" if all resale transmissions offered by such reseller originate on the premises of such reseller.

Exchange

The term "Exchange" means a geographical service area established by an Incumbent Local Exchange Carrier and approved by the Commission, which usually embraces a city, town, or village and a designated surrounding or adjacent area. It typically encompasses one or more central offices, together with the associated plant used in furnishing telecommunications service to the general public. There are currently 748 exchanges in the state.

2. GENERAL REGULATIONS

2.6 DEFINITIONS (Continued)

First Point of Switching

The term "First Point of Switching" denotes the first Company location at which switching occurs on the terminating path of a Call proceeding from the Customer Premises to the terminating End Office (including DLS End Offices) and, at the same time, the last Company location at which switching occurs on the originating path of a Call proceeding from the originating End Office to the Customer Premises.

Immediately Available funds in U.S. dollars

The term "Immediately Available funds in U.S. dollars" denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

Incumbent Local Exchange Carrier (ILEC)

The term "Incumbent Local Exchange Carrier" shall mean any Carrier that constitutes an "incumbent local exchange carrier" pursuant to the Telecommunications Act of 1996 or that is treated as an "incumbent local exchange carrier" pursuant to the Telecommunications Act of 1996.

Individual Case Basis (ICB)

The term "Individual Case Basis" denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

Interconnection Agreement

The term "Interconnection Agreement" denotes a lawful written agreement between the Company and a Local Exchange Carrier (including an agreement pursuant to the Telecommunications Act of 1996) relating to the mutual termination of Local Traffic.

2. GENERAL REGULATIONS

2.6 DEFINITIONS (Continued)

Interexchange Carrier (IC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate communication by fiber optics, wire or radio or any suitable technology or combination of technologies, between two or more exchanges and not acting in its capacity as a provider of local exchange service.

Intermediate Carrier

The term "Intermediate Carrier" denotes another carrier with which the Company has made an arrangement under which the carrier will provide services that may include, without limitation, data base, switching and/or transport services in connection with calls and is authorized by the Company to bill the Customer for all access services under the carrier's tariff as if all such services had been provided by the carrier.

Interstate Communications

The term "Interstate Communications" denotes both interstate and foreign communications.

Intrastate Communications

The term "Intrastate Communications" denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Legal Holiday

The term "Legal Holiday" denotes a day other than a Saturday or Sunday for which the Company is normally closed.

Local Access and Transport Area (LATA)

The term "Local Access and Transport Area" denotes an area in which a Local Exchange Carrier is permitted to provide service, as defined in the Telecommunications Act of 1996.

2. GENERAL REGULATIONS

2.6 DEFINITIONS (Continued)

Local Exchange Carrier

The term "Local Exchange Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in providing Local Exchange Service.

Local Exchange Service

The term "Local Exchange Service" denotes a service which provides for exchange telephone communication within a local calling area.

Local Traffic

For the purposes of this tariff, the term "Local Traffic" means (1) "local traffic" as that term is defined in the Local Service Guidelines of the PUCO, or (2) calls that originate and terminate within the territory otherwise agreed to by the Company and a Customer in an Interconnection Agreement as the territory within which Calls subject to the reciprocal compensation provisions of the Interconnection Agreement are originated and terminated. "Local Traffic" shall also be subject to any other restrictions specified in an Interconnection Agreement.

Major Fraction Thereof

The term "Major Fraction Thereof" denotes any period of time in excess of 1/2 of the stated amount of time. As an example, in considering a period of 24 hours, a Major Fraction Thereof would be any period of time in excess of 12 hours exactly.

Message

The term "Message" denotes a "call" as defined preceding.

Mutual Traffic Exchange

The term "Mutual Traffic Exchange" denotes a compensation arrangement between the Company and a Customer where each party agrees to terminate on its network Local Traffic originated on the other party's network without charge to each other (also known as a "Bill and Keep" arrangement).

2. GENERAL REGULATIONS

2.6 DEFINITIONS (Continued)

Network Interconnection Services (NIS)

The term "Network Interconnection Services" (NIS) denotes the use of the network or facilities of the Company to enable a Local Exchange Carrier to terminate Local Traffic.

North American Numbering Plan

The term "North American Numbering Plan" denotes a three-digit area code (Numbering Plan Area - NPA) and a seven-digit telephone number made up of a three-digit Central Office prefix plus a four-digit station number.

Off-hook

The term "Off-hook" denotes the active condition of a Local Exchange Service line.

On-hook

The term "On-hook" denotes the idle condition of a Local Exchange Service line.

Originating Direction

The term "Originating Direction" denotes the use of a service for the completion of calls from an End User Premises to a Customer Premises or Point of Interconnection.

Percent of Interstate Use (PIU)

The term "Percent of Interstate Use" (PIU) denotes the percent of interstate usage on lines or trunks carrying interstate and intrastate calls.

2. GENERAL REGULATIONS

2.6 DEFINITIONS (Continued)

Point of Interconnection (POI)

The term "Point of Interconnection" (POI) denotes a place where the Company's and a Customer's networks physically connect for the purpose of exchanging (1) in the case of NIS, Local Traffic, and (2) in the case of Access Services, traffic originated by or terminating to End Users.

Point of Termination (POT)

The term "Point of Termination" is defined in Section 2.1.5. preceding.

Premises

The term "Premises" denotes a building, a portion of a building in a multi-tenant building or buildings on continuous property (except Railroad Right-of-Way, etc.) not separated by a public thoroughfare.

Radio Common Carrier (RCC)

Radio Common Carrier is described as a common carrier engaged in the provision of Public Mobile Service, as defined in Part 22 of the FCC Rules and Regulations which is not also in the business of providing landline local exchange telephone service.

Serving Wire Center

The term "Serving Wire Center" denotes the wire center from which the Customer Premises would normally obtain dial tone from a telephone company providing access service to such premises.

Signaling System 7 (SS7)

The term "Signaling System 7 (SS7) denotes the common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

2. GENERAL REGULATIONS

2.6 DEFINITIONS (Continued)

Telecommunications Service

The term "Telecommunications Service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Telephone Exchange Service

See Local Exchange Service

Terminating Direction

The term "Terminating Direction" denotes the use of a service for the completion of calls from a Customer Premises or Point of Interconnection to an End User Premises.

Toll Free (8YY) Service

Toll Free (8YY) Service is a telecommunications service which permits inward calling between a location associated with an access line in one area and locations in diverse geographical service areas specified by the owner of the Toll Free (8YY) number. The Call is without charge to the calling party. The owner of the Toll Free (8YY) number is responsible for the access charges associated with the service.

2. GENERAL REGULATIONS

2.6 DEFINITIONS (Continued)

Transmission Path

The "Transmission Path" denotes an electrical path capable of transmitting signals within the range of the service offering, e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant typically used in the telecommunications industry.

Trunk

The term "Trunk" denotes a communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group

The term "Trunk Group" denotes a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

V and H Coordinates Method

The term "V and H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

Wire Center

The term "Wire Center" denotes a building in which one or more central offices, or access tandems are located.

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PUCO No. 1

3. RESERVED FOR FUTURE USE

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

AT&T CORP.

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Original Page 1

PUCO No. 1

4. RESERVED FOR FUTURE USE

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

5. ACCESS/INTERCONNECTION ORDERING

5.1 GENERAL

This section sets forth the regulations and order related charges for services set forth in other sections of this tariff. Order related charges are in addition to other applicable charges for the services provided.

A Service Order is an order to provide the Customer with Access Service or Network Interconnection Service or to provide changes to existing service.

A Customer may order any number of services of the same type and between the same premises on a single Service Order, unless prohibited by technical limitations.

The Customer shall provide the Company the order information required in 5.2. following, and in addition the Customer must also provide:

- Customer name and premises address(es)
- Billing name and address (when different from Customer name and address).
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

5.1.1 Service Installation

The service intervals associated with Customer requests for Access Service or Network Interconnection Service will be developed by the Company on an Individual Case Basis (ICB). The Company will make every reasonable effort to meet the Customer's requested service date subject to the Company's standard intervals which will be made available upon request.

Access Services and Network Interconnection Services will be installed during Company business days. If a Customer requests installation be done outside of scheduled work hours and the Company agrees to this request, the Customer will be subject to applicable additional charges as set forth in Section 13.3.

5. ACCESS/INTERCONNECTION ORDERING

5.2 ORDERING REQUIREMENTS

5.2.1 Access Service

When ordering AT&T Digital Link Access Service (DLAS), the Customer must specify whether the service is to be provided as: (1) direct transport to an Access Tandem which connects with DLAS Tandem-Switched Transport to the DLS End Office, (2) DLAS Tandem-Switched Transport from the Customer Serving Wire Center to the DLS End Office, or (3) DLAS Direct Connect Transport to the DLS End Office, as set forth in Section 15.2.1.

A. Access Tandem Connections

When ordering DLAS via an Access Tandem, the Customer must provide the Company an estimate of the amount of traffic it will generate to the DLS End Office to assist the Company in its efforts to project further facility requirements.

When service to the Access Tandem is ordered by the Customer from another telephone company, the Customer must also supply a copy of the order to the Company.

B. Direct Connect Transport

When placing an order for DLAS Direct Connect Transport to a DLS End Office, the Customer shall provide:

- The number of trunks desired between the Customer Premises and the DLS End Office, and
- The type and quantity of facility desired (e.g., DS1 or DS3).

C. PIU Requirements

For all Access Services provided under this tariff, a projected Percent of Interstate Use (PIU) shall be provided as set forth in Section 2.3.9.

5. ACCESS/INTERCONNECTION ORDERING

5.2 ORDERING REQUIREMENTS (Continued)

5.2.2. Miscellaneous Services

Additional Labor shall be ordered with a Service Order or may subsequently be added to a pending order at any time up to and including the service date for the Access Service or Network Interconnection Service. When miscellaneous services are added to a pending order a Service Date Change may be required. When a Service Date Change is required, the Service Date Change Charge as set forth in SECTION 17 will apply. When miscellaneous services are added to a pending order, charges for a Design Change as set forth in SECTION 17 will apply when an Engineering Review is required. If both a Service Date Change and an Engineering Review are required, both the Service Date Change Charge and the Design Change Charge will apply as set forth in 5.4.2.A. and B. following.

The rates and charges for miscellaneous services, as set forth in SECTION 17 of this tariff, will apply in addition to the ordering charges set forth in SECTION 17 and the rates and charges for the Access Service(s) or Network Interconnection Service(s) with which they are associated.

Additional Engineering is not an ordering option, but will be applied to a Service Order when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will only be required as set forth in Section 13. When it is required the Customer will be so notified and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineering, a firm order will be established. If the Customer does not want the service or facilities after being notified that Additional Engineering is required, the order will be withdrawn and no charges will apply. Once a firm order has been established, the total charge to the Customer for the Additional Engineering may not exceed the estimated amount by more than ten (10%) percent.

5. ACCESS/INTERCONNECTION ORDERING

5.2 ORDERING REQUIREMENTS (Continued)

5.2.3 Network Interconnection Service

When ordering Network Interconnection Service, the Customer must specify

- The type and quantity of facility required or being provided by the Customer,
- The number of trunks desired,
- Any DS3 to DS1 Multiplexing required,
- If SS7 Signaling is required, the number of Signal Transfer Point (STP) links and ports and in addition, the STP codes, location identifier codes and circuit identifier codes. The Customer shall work cooperatively with the Company to determine the number of SS7 signaling connections required to handle its signaling traffic.
- The Percent Local Signaling Usage (PLSU) as set forth in Section 10.2.3.

5.3. RESERVED FOR FUTURE USE

5. ACCESS/INTERCONNECTION ORDERING

5.4 CHARGES ASSOCIATED WITH ACCESS/INTERCONNECTION ORDERING

5.4.1 Service Order Charges

The Service Order Charge is applied to all Customer requests for new Access Service or Network Interconnection Service. In addition, the Service Order charge is applicable to Customer requests for additions, changes or rearrangements to existing service with the following exceptions:

The Service Order Charge does not apply:

- When a Service Date Change Charge is applicable.
- When a Design Change Charge is applicable.
- To "records only" changes as set forth in A. following.
- When a change to a pending order does not result in the cancellation of the pending order and the issuance of a new order.
- When an Administrative Change Charge is applicable.
- When a Company initiated network reconfiguration requires a Customer's existing Access Service or Network Interconnection Service to be reconfigured.
- When a service with an ICB rate is converted to a similar service with a non-ICB tariff rate prior to the expiration of the ICB.
- When a Billing Name and Address Service Establishment Charge is applicable.

The Service Order charge will be applied on a per order basis to each order received by the Company or copy of an order received by the Company pursuant to 5.2.1 preceding and is in addition to other applicable charges as set forth in this and other sections of this tariff.

5. ACCESS/INTERCONNECTION ORDERING

5.4 CHARGES ASSOCIATED WITH ACCESS/INTERCONNECTION ORDERING (Continued)

5.4.1 Service Order Charges (Continued)

A. "Records Only" Changes

Changes which are "records only" changes will be made without charge(s) to the Customer. These changes require the continued provision and billing of the Access Service or Network Interconnection Service to the same entity (i.e., Customer remains responsible for all outstanding indebtedness for the service).

The following are examples of "records only" changes:

- Change of Customer name (i.e., the Customer of record does not change but rather the Customer of record changes its name),
- Change of Customer or Customer's End User premises address when the change of address is not a result of a physical relocation of equipment,
- Change in any of the following billing data items (name, address, contact name or telephone number),
- Change of Customer or Customer's End User contact name or telephone number, and
- Change of PIU or PLSU.

5. ACCESS/INTERCONNECTION ORDERING

5.4 CHARGES ASSOCIATED WITH ACCESS/INTERCONNECTION ORDERING (Continued)

5.4.2 Service Order Change Charges

Service Order Changes involve Service Date Changes and Design Changes. The Customer may request a change of its Service Order prior to the service date. The Company will make every effort to accommodate a requested change when it is able to do so with the normal work force assigned to complete such an order within normal business hours. If the change cannot be made with the normal work force during normal business hours, the Company will notify the Customer as per Company provisioning guidelines which will be made available upon request. All charges for a Service Order Change as set forth in SECTION 17 will apply on a per occurrence basis.

Any increase in the number of DLAS or Network Interconnection Service trunks will be treated as a new Service Order (for the increased amount only).

A. Service Date Change

The Customer may request a change of service date on a pending Service Order prior to the service date. A change of service date is a change of the scheduled service date by the Customer to either an earlier date or a later date which does not exceed thirty (30) calendar days from the original service date.

If the Company determines that the Customer's request can be accommodated without delaying the service dates for orders of other Customers, the service date will be changed and the Service Date Change Charge, as set forth in SECTION 17, will be applied to the order.

5. ACCESS/INTERCONNECTION ORDERING

5.4 CHARGES ASSOCIATED WITH ACCESS/INTERCONNECTION ORDERING (Continued)

5.4.2 Service Order Change Charges (Continued)

A. Service Date Change (Continued)

If the service date is changed to an earlier date, and the Company determines additional labor is necessary to meet the earlier service date requested by the Customer, the Customer will be notified by the Company that Additional Labor charges as set forth in Section 13.3 apply. Such charges will apply in addition to the Service Date Change Charge.

If the requested service date exceeds thirty (30) calendar days following the original service date, and the Company determines that the Customer's request can be accommodated, the Company will cancel the original order and apply the cancellation charges as set forth in 5.5.1 following. A new Service Order with a new service date will be issued. The Service Date Change Charge will not apply, however, the Service Order Charge will apply to the new order.

If the service date is changed due to a Design Change as set forth in B. following, the Service Date Change Charge will apply.

5. ACCESS/INTERCONNECTION ORDERING

5.4 CHARGES ASSOCIATED WITH ACCESS/INTERCONNECTION ORDERING (Continued)

5.4.2 Service Order Change Charges (Continued)

B. Design Change

The Customer may request a Design Change to the service ordered prior to the requested service date. A Design Change is any change to a Service Order which requires Engineering Review. An Engineering Review is a review by Company personnel, of the service ordered and the requested changes to determine what changes in the design, if any, are necessary to meet the changes requested by the Customer.

Design Changes do not include a change of Customer Premises, Point of Interconnection or First Point of Switching. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

The Company will review the requested change, notify the Customer whether the change is a Design Change, if the change can be accommodated and if a new service date is required. If the Customer authorizes the Company to proceed with the Design Change, a Design Change Charge, as set forth in SECTION 17, will apply in addition to the charge for Additional Engineering as set forth in SECTION 17. If a change in service date is required, the Service Date Change Charge set forth in SECTION 17 will also apply. The Service Order charge does not apply in this instance.

5. ACCESS/INTERCONNECTION ORDERING

5.4 CHARGES ASSOCIATED WITH ACCESS/INTERCONNECTION ORDERING (Continued)

5.4.3 Administrative Change Charges

An Administrative Change Charge, as set forth in SECTION 17, applies for the following Customer initiated changes:

- Change of circuit identification
- Change of billing account information other than those billing data changes identified as "Record Only" in 5.4.1.A. preceding.

5. ACCESS/INTERCONNECTION ORDERING

5.5 CANCELLATIONS

5.5.1 Cancellation of a Service Order

- A. A Customer may cancel a Service Order for the installation of service on any date prior to the Service Date. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days.

If a Customer or a Customer's End User is unable to accept service within thirty (30) calendar days after the original Service Date, the Customer has the choice of the following options:

- The Service Order shall be canceled and charges set forth in B. following will apply or,
- Billing for the service will commence.

In such instances, the cancellation date or the billing date, depending on which option is selected by the Customer, shall be the 31st day beyond the original Service Date of the Service Order.

- B. A critical date schedule is established by the Company for each Service Order placed by the Customer. The Company uses this schedule to identify key activities in the Service Order process, to monitor the progress of the installation and to administer the schedule of cancellation charges. Critical date schedules may vary between Service Orders.

5. ACCESS/INTERCONNECTION ORDERING

5.5 CANCELLATIONS (Continued)

5.5.1 Cancellation of a Service Order (Continued)

B. (Continued)

The critical dates monitored by the Company are:

- Application Date (APP): The date on which the Customer provides a firm commitment and sufficient information to the Company to proceed with issuance of a firm order for service.
- Scheduled Issue Date (SID): The date on which the Service Order is entered into the Company's service order distribution system.
- Design Layout Report Date (DLRD): The date the Design Layout Report is to be forwarded to the Customer.
- Records Issue Date (RID): The date on which all circuit design and assignment information is sent to the central office installation force.
- Wired and Office Tested Date (WOT): The date by which all intraoffice wiring is completed, all plug-ins are optioned and aligned, and frame continuity is established.
- Plant Test Date (PTD): The date on which overall testing of the service is to be completed.
- Service Date (DD): The date established for completion of the service installation. This date is also known as the due date.

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

5. ACCESS/INTERCONNECTION ORDERING

5.5 CANCELLATIONS (Continued)

5.5.1 Cancellation of a Service Order (Continued)

B. (Continued)

The amount of the total provisioning completed by the Company at a particular critical date varies by the service involved as shown following:

<u>SERVICE</u>	<u>APP</u>	<u>SID</u>	<u>DLRD</u>	<u>RID</u>	<u>WOT</u>	<u>PTD</u>	<u>DD</u>
DLAS (Direct Connect Transport)	0%	7%	18%	32%	100%	100%	100%
Network Interconnection Service	0%	7%	18%	32%	100%	100%	100%

If a Service Order is canceled by the Customer prior to the SID, no charge applies. For cancellations by the Customer on or after that date, a cancellation charge will apply. The amount of the cancellation charge will vary according to the service ordered and the date reached in the critical date schedule.

Cancellation charges are based on the amount of provisioning completed at the time of the request to cancel and are determined by multiplying the nonrecurring charges applicable to the canceled service(s) by the appropriate percentage from the table listed above (e.g., an order for DLAS Direct Connect Transport canceled after the RID date but prior to the WOT date would be subject to a cancellation charge equal to 32% of the applicable nonrecurring charges for the service(s) canceled).

5. ACCESS/INTERCONNECTION ORDERING

5.5 CANCELLATIONS (Continued)

5.5.1 Cancellation of a Service Order (Continued)

- C. When a Customer cancels an order for the discontinuance of service, no charges apply for the cancellation.
- D. If the Company misses a Service Date by more than thirty (30) 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 or civil commotions), the Customer may cancel the Service Order without incurring cancellation charges.
- E. If the Customer changes the Service Date of a Service Order, as set forth in 5.4.2.A. preceding, the critical date schedule for the order will be revised for those critical dates not yet passed. Subsequent cancellation of the Service Order will cause a cancellation charge to be incurred, based on the revised schedule.

5.5.2 Partial Cancellation Charge

Any decrease in the number of ordered DLAS Direct Connect Transport or NIS trunks will be treated as a partial cancellation and charges will be determined as set forth in 5.5.1.B. preceding.

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PUCO No. 1

6. RESERVED FOR FUTURE USE

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

AT&T CORP.

Access Services and Network Interconnection Services

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Original Page 1

PUCO No. 1

7. RESERVED FOR FUTURE USE

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

AT&T CORP.

Access Services and Network Interconnection Services

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PUCO No. 1

8. RESERVED FOR FUTURE USE

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

AT&T CORP.

Access Services and Network Interconnection Services

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Original Page 1

PUCO No. 1

9. RESERVED FOR FUTURE USE

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 12-2622-TP-ACN.

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10. NETWORK INTERCONNECTION SERVICES

10.1 GENERAL

The Network Interconnection Services (NIS) available under this tariff consists of Physical Network Interconnection Arrangements.

NIS is available only in connection with the termination of Local Traffic to End Users to whom the Company is able to terminate Calls using Access Services as provided elsewhere in this tariff. NIS is only available to Customers who are Facility-Based Certified Local Exchange Carriers (CLEC), authorized by the Public Utilities Commission of Ohio to provide Local Exchange Service in Ohio. The Company shall not be obligated to provide NIS to Customers that do not offer services comparable to NIS to the Company for the termination of Local Traffic originated by the Company. A CLEC providing Local Exchange Service using one or more unbundled network elements provided by another Carrier shall be deemed to be facility-based.

NIS availability is as set forth in Section 16.

10.1.1 Regulations

The provisions of Section 2 and Section 5 of this tariff shall apply to NIS unless otherwise specifically provided herein.

A. Service Rearrangements

Service rearrangements are as described in Section 2.4.1.C.2) All NIS rearrangements, except the "records only" changes set forth in Section 5.4.1.A., and the administrative changes set forth in Section 5.4.2 will be treated as disconnects and starts.

10. NETWORK INTERCONNECTION SERVICES

10.2 PHYSICAL NETWORK INTERCONNECTION ARRANGEMENTS

Physical Network Interconnection Arrangements provide the necessary facilities, equipment and connections to allow a Customer to terminate Local Traffic on the Company's network.

10.2.1 Obligations Of The Company And The Customer

The Company and the Customer are each individually responsible for the installation, operation, and maintenance of the equipment and facilities on their own respective networks. The Company and the Customer will perform functions for each other which are reasonably necessary to engineer, install, maintain, and administer the facilities subject to this arrangement.

Except as may otherwise be agreed by the Company and the Customer, each party is responsible for the provisioning of the facilities within its own network up to the Point of Interconnection (POI) as set forth in 10.2.2 following.

The Customer and the Company shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the exchange.

The Customer and the Company will cooperate to determine the performance of their respective networks and will implement joint management controls to further overall service integrity.

10.2.2 Establishing Points Of Interconnection

The Company shall designate Points of Interconnection ("POI") at the Company's End Office, and at any other reasonable point on the Company's network. The Company and the Customer may establish a POI at other points by mutual agreement.

10. NETWORK INTERCONNECTION SERVICES

10.2 PHYSICAL NETWORK INTERCONNECTION ARRANGEMENTS (Continued)

10.2.2 Establishing Points Of Interconnection (Continued)

The Customer is responsible for providing its own DS1 or DS3 facilities to route calls to the POI. Each party shall bear its own costs related to the provisioning and installation of its facilities. After installation of any facility, only Company personnel will be permitted access to the Company side of the POI for maintenance or any other purpose.

Subject to mutual agreement between the Customer and the Company, a Customer may terminate traffic on the Company's network in one of two ways: 1) separate trunk groups for Local Traffic and non-Local Traffic; or 2) on combined trunk groups.

The Customer will compensate the Company for terminating Local Traffic which the Customer delivers at the POI for termination on the Company's network in accordance with the Interconnection Agreement between the Company and the Customer.

A. DS1 Port Terminations

The Company provides for the connection of a Customer's DS1 or DS3 facility at the POI, pursuant to charges set forth in SECTION 17.

1) DS1 Facility

Provided that facilities are available, at the Customer's option, dedicated DS1 facilities may be provided by the Company for termination at the Company's POI. These facilities transmit electrical signals at 1.544 Mbps with the capability to channelize up to 24 voice frequency transmission paths.

10. NETWORK INTERCONNECTION SERVICES

10.2 PHYSICAL NETWORK INTERCONNECTION ARRANGEMENTS (Continued)

10.2.2 Establishing Points Of Interconnection (Continued)

A. DS1 Port Terminations (Continued)

2) DS3 Facility

Upon request, the Company will provide for an arrangement that converts a DS3 channel operating at a terminating speed of 44.736 to 28 DS1 channels operating at a terminating speed of 1.544 Mbps using digital time compression multiplexing pursuant to charges set forth in SECTION 17. When the Customer elects to connect its DS3 facility via Company provided multiplexing, in addition to the multiplexing charges the Customer will also pay the charges for 28 DS1 Port Terminations.

3) 64 Clear Channel Capability

The Company, where available and at the Customer's request, will arrange the channels derived from a DS1 facility for 64 Clear Channel Capability pursuant to charges set forth in SECTION 17. This optional feature employs the Bipolar 8 Zero Suppression (B8ZS) technique to permit Customers to use the full 64 Kbps bandwidth of a derived channel.

10. NETWORK INTERCONNECTION SERVICES

10.2 PHYSICAL NETWORK INTERCONNECTION ARRANGEMENTS (Continued)

10.2.3 SS7 Interconnection

When the Customer uses SS7 signaling to set up calls pursuant to this tariff, the Customer shall provide if available, Calling Party Number (CPN) within the SS7 signaling message. If it is technically infeasible for the Customer to use SS7, the Customer shall use multi-frequency (MF) signaling. The Customer may elect to arrange for signaling connectivity through a third party provider which is connected to the Company's SS7 network.

Access to SS7 provides service offerings to requesting facilities-based carriers/providers seeking access to the Company's Common Channel Signaling (CCS) network including access to signaling ports and links providing a number of access arrangements for use by facilities-based carriers/providers using their own switching facilities.

The AT&T CCS network is a digital data network that carries signaling information and interfaces with the voice/data network. The network uses the SS7 protocol, a protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI) for signaling functions such as routing, establishing connections and other services. Agreements may be required for passing optional pieces of the SS7 protocol.

The AT&T Signaling Access Service provides access to the AT&T CCS network. Access to the network is provided by subscribing to a STP Link Termination, STP Link Transport and a dedicated Signal Transfer Point (STP) port for facilities-based carriers/providers with their own STPs and/or Signal Switching Points (SSPS).

10. NETWORK INTERCONNECTION SERVICES

10.2 PHYSICAL NETWORK INTERCONNECTION ARRANGEMENTS (Continued)

10.2.3 SS7 Interconnection (Continued)

A Customer has the option of connecting to the Company's SS7 network either:

- On a shared use link and port. If a Customer chooses to connect to the Company's SS7 network using shared link(s) and port(s), the Company shall provide such link(s) and port(s) and the Customer will pay the full charges unless the Company agrees to prorating the charges based upon Percent Signaling Usage (PSU).
- The Customer and the Company agree on another signaling interconnection arrangement on an Individual Case Basis.

A. Application of Charges

The rates that apply for AT&T Signaling Access Service depend upon whether the facilities-based carrier interconnects with the signaling network at the Company's STP from its own SP/SSPs.

- 1) For the facilities based carrier, there are recurring, usage and nonrecurring charges that apply. Recurring and nonrecurring charges apply for each Link Termination and Port that is established on a STP. Usage charges apply for the formulation, transport and switching of ISDN User Part (ISUP) or Transaction Capabilities Application Part (TCAP) messages throughout the network.
- 2) Nonrecurring charges apply to the facilities-based carrier for the establishment or disconnection of Originating Point Codes (OPC). An OPC installation charge applies for each OPC established, as well as each OPC added or changed subsequent to the establishment of STP Access. An OPC disconnection charge applies for each OPC removed. The OPC charge applies on a per service basis.

10. NETWORK INTERCONNECTION SERVICES

10.2 PHYSICAL NETWORK INTERCONNECTION ARRANGEMENTS (Continued)

10.2.3 SS7 Interconnection (Continued)

B. Usage Charges

1) Signal Formulation

An ISUP Signal Formulation usage charge will be assessed to the facilities-based Carrier/provider for each Initial Address Message (IAM) that is formulated at the Company's End or Tandem office for the termination of traffic into the Company's network or when the Company's End Office or Tandem is used for the termination of traffic into the facilities-based carrier's network or another facilities-based carrier's network. A TCAP Signal Formulation usage charge will be assessed to the facilities-based carrier for each TCAP message that is formulated to the Company's end office for the termination of signaling associated messages.

An ISUP Signal Formulation usage charge will be assessed to the facilities-based carrier/provider for each IAM message that is formulated at the Company's switch/tandem for the origination or termination of service to or from a carrier's switch.

2) Signal Transport

An ISUP Signal Transport usage charge will be assessed to the facilities-based carrier/provider for each IAM message that is transported to the Company's end office for the termination or origination of direct or tandem routed traffic. A TCAP Signal Transport usage charge will be assessed to the facilities-based carrier for each TCAP message that is transported to the Company's end office for the termination of signaling associated messages.

10. NETWORK INTERCONNECTION SERVICES

10.2 PHYSICAL NETWORK INTERCONNECTION ARRANGEMENTS (Continued)

10.2.3 SS7 Interconnection (Continued)

B. Usage Charges (Continued)

3) Signal Switching

An ISUP Signal Switching usage charge will be assessed to the facilities-based carrier/provider for each IAM that is switched at the STP for the termination of direct or tandem routed traffic to the Company's end office or for the origination of direct or tandem routed traffic within the facilities-based carrier's network or to another carrier's network. An ISUP Signal Switching usage charge will be assessed for each IAM that is switched at the local STP for the origination of traffic. An ISUP Signal Switching usage charge will be assessed to the facilities-based carrier's/provider for each IAM that is switched at the STP for the termination of traffic. A TCAP Signal Switching usage charge will be assessed for each TCAP message that is switched by the STP for the origination of signaling associated messages.

The application of these rates is set forth in SECTION 17.

10.2.4 Charges

The charges applicable to Physical Network Interconnection Arrangements are set forth in SECTION 17.

10.2.5 Collocation

Nothing in this tariff shall obligate the Company to provide physical collocation services to the Customer. Collocation arrangements, if any, will be made subject to availability and on an Individual Case Basis.

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11. RESERVED FOR FUTURE USE

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

AT&T CORP.

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PUCO No. 1

12. RESERVED FOR FUTURE USE

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.1 GENERAL

A Service Order Charge as set forth in Section 5.4.1 may be applicable to services ordered from this section.

13.2 ADDITIONAL ENGINEERING

Additional Engineering, including engineering reviews as set forth in Section 5.4.2 will be undertaken only after the Company has notified the Customer that the Additional Engineering charges set forth in SECTION 17 will apply, and the Customer agrees to such charges.

Additional Engineering will be provided by the Company at the request of the Customer only when:

- A Customer requests additional technical information after the Company has already provided the technical information normally included on the Design Layout Record (DLR) as set forth in Section 2.1.13.
- A Customer requested Design Change requires the expenditure of additional engineering time. Such additional engineering time is incurred by the Company for the engineering review set forth in Section 5.4.2. The charge for additional engineering time relating to the engineering review, which is undertaken to determine if a design change is indeed required, will apply whether or not the Customer authorizes the Company to proceed with the Design Change.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.3 ADDITIONAL LABOR

Additional Labor is that labor requested by the Customer on a given service and agreed to by the Company as set forth in 13.3.1. through 13.3.5. following. The Company will notify the Customer that the Additional Labor charges set forth in SECTION 17 will apply before any additional labor is undertaken. A call-out of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four (4) hours.

13.3.1 Overtime Installation

Overtime installation is that Company installation effort outside of normally scheduled working hours.

13.3.2 Overtime Repair

Overtime repair is that Company repair effort performed outside of normally scheduled working hours.

13.3.3 Standby

Standby includes all time in excess of one-half (1/2) hour during which Company personnel standby to make installation acceptance tests or cooperative tests with a Customer to verify facility repair on a given service.

13.3.4 Testing and Maintenance with Other Companies

Additional testing, maintenance or repair of facilities which connect other companies is that which is in addition to the normal effort required to test, maintain or repair facilities provided solely by the Company.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.3 ADDITIONAL LABOR (Continued)

13.3.5 Other Labor

Other labor is that additional labor not included in 13.3.1 through 13.3.4 preceding and labor incurred to accommodate a specific Customer request that involves only labor which is not covered by any other section of this tariff.

13.4 MISCELLANEOUS SERVICES

13.4.1 Reserved For Future Use

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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (Continued)

13.4.1 Reserved For Future Use

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 12-2622-TP-ACN.

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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (Continued)

13.4.1 Reserved For Future Use

A. Reserved For Future Use

B. Reserved for Future use

C. Reserved for Future use

D. Reserved for Future use

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
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13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (Continued)

13.4.2 Billing Name and Address Service

A. General Description

- 1) Billing Name and Address (BNA) Service is the provision by the Company to an intrastate service provider who is a Customer of the Company of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the Company. An intrastate service provider is defined as an interexchange carrier, an operator service provider, an enhanced service provider or any other provider of intrastate telecommunications services.
- 2) BNA Service is provided only for the purposes of allowing Customers to bill their End Users for telephone services provided by the Customer, order entry and customer service information, fraud prevention, identification of End Users who have moved to a new address, any purpose associated with equal access requirement, and information associated with collect calls and third party calls.

BNA information may not be resold or used for any other purpose including, but not limited to, marketing or merchandising activities.

- 3) BNA information associated with listed/published telephone numbers will be provided. For calling card calls and collect and third party billed calls, the Company's BNA Service is not available with respect to accounts of nonpublished/unlisted End Users who, by request to the Company (which request may be submitted at any time), have specified that such information not be released.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (Continued)

13.4.2 Billing Name and Address Service (Continued)

B. Undertaking of the Company

- 1) Standard formats for the receipt of BNA requests and the provision of BNA information will be established by the Company.
- 2) Upon written request from an authorized individual of the Customer, the Company will provide BNA information. A request for information on up to 50 telephone numbers per request can be faxed to AT&T. A request for information on over 50 telephone numbers per request must be mailed to AT&T. A Customer may not request a total of more than 200 telephone numbers by manual (fax and/or mail) requests per month. The standard response to such requests will be via facsimile or other negotiated mediums, such as Direct:Connect or tape.
- 3) Upon receipt of a magnetic tape or electronic feed of BNA requests from the Customer, the Company will, where technically feasible, enter the BNA information on the Customer's magnetic tape or data file. The standard response for magnetic tape requests will be via magnetic tape. The standard response for an electronic BNA request will be via electronic feed.
- 4) Non-standard methods of receiving and providing the data may be negotiated and will be provided by the Company, where available, subject to the charges set forth in 13.4.2.D.4) following.
- 5) The Company will make every effort to provide accurate and complete BNA data. The Company makes no warranties, expressed or implied, as to the accuracy or completeness of this information.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (Continued)

13.4.2 Billing Name and Address Service (Continued)

B. Undertaking of the Company (Continued)

- 6) The Company will not disclose BNA information to parties other than intrastate service providers and their authorized agents. BNA disclosure is limited to those purposes as defined in 13.4.2.A.2) preceding.
- 7) The Company reserves the right to request from an intrastate service provider who has placed an order for BNA Service, the source data upon which the interexchange carrier has based the order. This request is made to ensure that the BNA information is to be used only for purposes as described in 13.4.2.A.2) preceding. The Company will not process the order until such time as the intrastate service provider supplies the requested data.

C. Obligations of the Customer

- 1) Each request for BNA information must identify both the Customer's authorized representative and the address to which the information is to be sent.
- 2) A Customer which intends to submit recorded calls via magnetic tape or electronic feed must provide the Company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.
- 3) The Customer shall treat all BNA information as confidential. The Customer shall insure that BNA information is used only for the purposes as described in 13.4.2.A.2) preceding.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (Continued)

13.4.2 Billing Name and Address Service (Continued)

C. Obligations of the Customer (Continued)

- 4) The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's End User records it assembles through the use of BNA Service.
- 5) Upon request, the Customer will provide to the Company the source data upon which the Customer has based an order for BNA Service. The Company will not process the order until such time as the Customer provides the requested data.
- 6) The Customer may designate an authorized individual or agent to request BNA information from the Company. However, the Company will only accept BNA requests made by the Customer through a single designated source. Identification by the Customer of an authorized individual or agent must be provided to the Company in writing.
- 7) The Customer or its authorized agent is required to provide the Access Customer Name Abbreviation (ACNA) and Carrier Identification Code (CIC) of the Carrier purchasing BNA Service. If the Customer does not have the ACNA and CIC, the Operating Company Number (OCN) should be provided.

D. Rate Regulations

- 1) A Service Establishment charge applies for the initial establishment of BNA Service for a Customer.
- 2) A Manual-BNA Request Charge applies in connection with written (fax and/or mail) requests for BNA information. The charge applies for each telephone number for which BNA information is requested.
- 3) A Mechanized-BNA Request Charge applies in connection with requests for BNA information received via magnetic tape or electronic feed. The charge applies for each telephone number for which BNA information is requested.

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (Continued)

13.4.2 Billing Name and Address Service (Continued)

D. Rate Regulations (Continued)

- 4) Customer requests for BNA information which are non-standard are subject to Non-Standard-BNA Request Charges and Manual or Mechanized-BNA Request Charges as appropriate for the type of request. The additional Non-Standard-BNA Request Charge applies per BNA record requested. Additional Programming and Company-Provided Magnetic Tape Charges will also apply, if required to meet the Customer's request.
- 5) The Company will bill the Customer in accordance with 2), 3) and 4) preceding regardless of whether or not the Company was able to provide BNA information for all requests.
- 6) Where the details of a BNA request are insufficient to determine jurisdiction, the rates set forth in AT&T's Federal Access Tariff will apply.
- 7) The rates for BNA Service are set forth in SECTION 17.

13.4.3 Maintenance of Service

- A. When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of a Maintenance of Service charge. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (Continued)

13.4.3 Maintenance of Service (Continued)

- B. The Customer shall be responsible for payment of a Maintenance of Service charge when the Company dispatches personnel to the Customer Premises or to a Point of Interconnection in connection with Network Interconnection Services, and the trouble is in equipment or communications systems provided by other than the Company or in detariffed CPE provided by the Company.
- C. In either A. or B. preceding, no credit allowance will be applicable for the interruption involved if the Maintenance of Service charge applies.

The rates for Maintenance of Service are the same as the rates set forth in SECTION 17.

13.4.4 Toll Free (8YY) Data Base Service

Toll Free (8YY) Data Base Service is an originating offering, which provides a carrier identification function for numbers using Toll Free Service Access Codes (SACs). When a Toll Free Service number is originated by an End User, the Company will query the appropriate database to perform the carrier identification function. For this service a Carrier Identification Charge as set forth in SECTION 17 will apply.

A. 8YY to POTS Translation Optional Feature

The 8YY to POTS Translation Optional Feature allows End Users to designate a 10 digit POTS telephone number to be translated from a specific 8YY number to be delivered to the End User's premises. If the 8YY to POTS Translation Optional Feature is ordered, the End User will be unable to determine that such calls originated as 8YY dialed calls unless the Customer also orders the Automatic Number Identification (ANI) optional feature. For this feature an 8YY to POTS Number Translation Charge as set forth in SECTION 17 will apply.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (Continued)

13.4.4 Toll Free (8YY) Data Base Service (Continued)

B. Call Handling and Destination Feature

The Call Handling and Destination Feature is available to 8YY Data Base Service End Users on an optional basis. This feature allows for the End User to create call-processing logic for 8YY dialed calls. In this manner the 8YY Data Base Service can be customized to meet individual requirements. The feature may be used in combination with one or more routing options based upon End User specification and technical switch limitations.

The End User may segment the 8YY calls based on the following options to choose different terminating destinations and/or multiple carriers:

- Specific telephone number of the calling party
- Time of day
- Day of week
- Specific days of the year (e.g. December 25)
- Percentage of traffic (in one percent increments)

The availability of the Call Handling and Destination Feature based on specific telephone number of the calling party is subject to the Company's ability to obtain full 10-digit ANI of the calling party. For the Call Handling and Destination Feature a charge as set forth in SECTION 17 will apply.

Toll Free (8YY) Data Base Service is provided subject to technical capability and successful completion of application testing.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (Continued)

13.4.5 Reserved for Future Use

13.4.6 Reserved for Future Use

13.4.7 Provision of Access/Network Interconnection Service Billing Information

- A. The Customer, upon request, has the option of receiving its primary monthly Access or Network Interconnection Service bill and Customer Service Record (CSR) in one of the following standard medium, at no charge:
 - 1) Paper
 - Detailed paper bill
 - 2) Bill Data Record
 - Magnetic Tape
 - Electronic Data Transmission
- B. In addition to the Customer's primary monthly Access or Network Interconnection Service bill, the Customer will be provided, upon request, an abbreviated paper bill, at no additional charge.
- C. At the option of the Customer, and for an additional charge as set forth in SECTION 17:
 - 1) Additional hard copies of the monthly Access or Network Interconnection Service bill or service and features record may be provided on paper.
 - 2) Additional Bill Data Record information may be provided on magnetic tape.
 - 3) Additional Bill Data Record information may be transmitted to the Customer by electronic data transmission.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4. MISCELLANEOUS SERVICES (Continued)

13.4.7 Provision of Access/Network Interconnection Service Billing Information (Continued)

- D. The rules and regulations concerning payment arrangements and credit allowances described in Section 2.4. applies to all primary monthly Access or Network Interconnection Service bills, regardless of the chosen bill medium.
- E. Upon acceptance by the Company of a request for a change in the existing medium of the primary monthly Access or Network Interconnection Service bill data (e.g., paper to magnetic tape, magnetic tape to paper, or any of the previous two to electronic data transmission), and for an additional electronic data transmission, the Company, in cooperation with the Customer, will determine the interval required to implement the transmission of such material on an individual request basis.

The Customer requesting electronic data transmission shall be responsible for providing a data transmission system compatible with the Company transmission facilities.

- F. Regulations regarding electronic data transmission failure will apply as follows:
 - 1) In the event of transmission failure resulting from Company error, the Company will re-send a bill by electronic data transmission at no charge to the Customer. The bill payment due date will be negotiated between Company and Customer for this bill.

13. ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES

13.4 MISCELLANEOUS SERVICES (Continued)

13.4.7 Provision of Access/Network Interconnection Service Billing Information (Continued)

F. (Continued)

- 2) In the event of transmission failure resulting from failure of the Customer's transmission line or other Customer error, the Company will re-send a bill by electronic data transmission at the same rates and charges as a request for an additional copy of the bill as set forth in SECTION 17.
- 3) In the event that there are problems or disputes regarding receipt of the data transmission other than those outlined in 1) and 2) preceding, the Company will forward a duplicate bill on magnetic tape via overnight delivery. After investigation, if 2) preceding applies, the same rates and charges as a request for an additional copy of the bill will apply as set forth in SECTION 17.

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Original Page 1

PUCO No. 1

14. RESERVED FOR FUTURE USE

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

15. AT&T DIGITAL LINK ACCESS SERVICE

15.1 GENERAL

AT&T Digital Link Access Service (DLAS) provides switched access, (1) on an originating basis only for Toll Free (8YY) Service Calls from, and (2) for other Calls, on a terminating basis only to, the Premises of an End User which is obtaining the AT&T Digital Link Service offering (DLS End User) under the Company's Local Exchange Service Tariff. DLAS is provided via common switching and switched transport facilities, and utilizes dedicated digital facilities associated with AT&T Digital Link Service to connect the DLS End Office to the DLS End User's Premises.

DLAS availability is as set forth in Section 16. DLAS is provided on a terminating basis solely to the Premises of DLS End Users who purchase inward calling capabilities as part of an AT&T Digital Link Service offering pursuant to the Company's Local Exchange Service Tariff. DLAS is provided on an originating basis for Toll Free (8YY) Service Calls solely where AT&T has made arrangements for such Calls to receive appropriate data base query functionality and routing. The application of rates for DLAS is as set forth in 15.3.1 following.

15.1.1 Service Description

At the option of the Customer, DLAS may be provisioned one of two ways: (1) via Company-provided trunks between a DLS End Office and the Access Tandem(s) serving such DLS End Office; or (2) on an ICB basis via direct trunks from the Customer Premises to the DLS End Office, as set forth in 15.2.1.A. following. The provisioning method specified in (1) employs the use of a Meet Point Billing arrangement, as described in Section 2.4.8, under which the Customer must obtain Access Tandem and transport facilities from another service provider to connect the Customer's Serving Wire Center to the Company-provided trunks at the Access Tandem. The DLS End Office and the Access Tandem(s) from which each is served are identified in Section 16.3.3.

DLAS may only be used to access valid NXXs, as set forth in Section 16, and/or telephone numbers served by the DLS End Office.

Each DLAS transmission path is provided with standard transmission specifications. The standard specifications applicable to DLAS are as set forth in Technical Reference GR-334-CORE.

15. AT&T DIGITAL LINK ACCESS SERVICE

15.2 DLAS RATE CATEGORIES

The two rate categories which apply to DLAS are Switched Transport (described in 15.2.1. following) and the Switching Charge (described in 15.2.2. following).

15.2.1 Switched Transport

Switched Transport is composed of two further rate categories, Direct Connect Transport and Tandem-Switched Transport.

A. Direct Connect Transport

Direct Connect Transport is a rate category which provides for the direct connection of a Customer Premises to a DLS End Office. The technical arrangements (including signaling) and rates associated with DLAS Direct Connect Transport will be negotiated on an ICB basis and listed in 15.4 following.

DLAS Direct Connect Transport is furnished in quantities of 24 trunks and must be ordered by the Customer as set forth in Section 5.2.1.

B. Tandem-Switched Transport

Tandem-Switched Transport is a rate category based on a Meet Point Billing arrangement under which transmission facilities are switched through an Access Tandem between the Customer's Serving Wire Center and a DLS End Office. DLAS Tandem-Switched Transport is also available between an Access Tandem and the applicable DLS End Office when the Customer elects to use direct transport between its Serving Wire Center and such Access Tandem, in which case the mileage for the Tandem-Switched Transport Facility rate element is measured differently as set forth in Section 15.3.5. for purposes of determining the Meet Point Billing charges.

15. AT&T DIGITAL LINK ACCESS SERVICE

15.2 DLAS RATE CATEGORIES (Continued)

15.2.1 Switched Transport (Continued)

B. Tandem-Switched Transport (Continued)

Tandem-Switched Transport is composed of the following usage sensitive rate elements:

- The Tandem-Switched Transport Termination rate element, which includes the non-distance sensitive portion of the Tandem-Switched Transport, and
- The Tandem-Switched Transport Facility rate element, which includes the distance sensitive portion of the Tandem-Switched Transport.

Any Access Tandem switching charges will also apply as set forth in the tariff of the company providing the Access Tandem.

Tandem-Switched Transport includes the necessary signaling between the Access Tandem and the served DLS End Office. Accordingly, no signaling arrangements are required with the Company for Customers who utilize DLAS Tandem-Switched Transport.

The rates and charges applicable to Tandem-Switched Transport are listed in SECTION 17. Application of those rates and charges is as set forth in 15.3.1.B. following and in Section 2.4.8.

15. AT&T DIGITAL LINK ACCESS SERVICE

15.2 DLAS RATE CATEGORIES (Continued)

15.2.2 Switching Charge

A. Originating Switching Charge

The Originating Switching Charge rate category provides the switching and DLS End User origination functions necessary to originate DLAS Calls from a DLS End User to a Customer.

The rates for the Originating Switching Charge are set forth in SECTION 17. The application of these rates is as set forth in 15.3.1.C. following.

B. Terminating Switching Charge

The Terminating Switching Charge rate category provides the switching and DLS End User termination functions necessary to complete the transmission of DLAS Calls to the Premises of the DLS End User and to originate Toll Free (8YY) Calls from a DLS End User to a Customer.

The rates for the Terminating Switching Charge are set forth in SECTION 17. The application of these rates is as set forth in 15.3.1.C. following.

15.2.3 Dedicated Trunk Port

The Dedicated Trunk Port provides for termination of direct facilities used by a single customer in an end office trunk port where traffic is transported between the serving wire center or the hub, and the end office. This rate is assessed on a per minute basis and can be found in SECTION 17.

15.2.4 Common Trunk Port

The Common Trunk Port will apply to all originating and terminating minutes of use between the access tandem and the end office. This rate is assessed on a per minute basis and can be found in Section 17.

15. AT&T DIGITAL LINK ACCESS SERVICE

15.3 DLAS RATE REGULATIONS

This section contains the specific regulations governing the rates and charges that apply to DLAS.

15.3.1 Application of Rates and Charges

A. Direct Connect Transport

The application of rates and charges for DLAS Direct Connect Transport is set forth in 15.4 following.

B. Tandem-Switched Transport

Tandem-Switched Transport rates are usage sensitive. The rate application for the Tandem-Switched Transport rate element is described following.

1) Tandem-Switched Transport Termination Rate

The Tandem-Switched Transport Termination rate is assessed to all Access Minutes that are transported over DLAS Tandem-Switched Transport. However, because the Company provides only the DLS End Office termination on the Tandem-Switched Transport facility, the rate set forth in SECTION 17 for Tandem-Switched Transport Termination is divided in half prior to its application.

2) Tandem-Switched Facility Rate

The Tandem Switched Transport Facility rate is assessed on a per minute per mile basis to all Access Minutes that are transported over DLAS Tandem-Switched Transport. Tandem-Switched Facility mileages and charges are determined as set forth in 15.3.6 following.

C. Switching Charge

The Switching Charge applies to all Access Minutes switched at a DLS End Office.

15. AT&T DIGITAL LINK ACCESS SERVICE

15.3 DLAS RATE REGULATIONS (Continued)

15.3.2 Minimum Periods

The minimum periods for DLAS are as set forth in Section 2.4.3. except for any exceptions noted for Direct Connect Transport in 15.4. following.

15.3.3 Reserved for Future Use

15.3.4 Service Rearrangements

Service rearrangements are as described in Section 2.4.1.C.2). All DLAS rearrangements, except the "records only" changes set forth in Section 5.4.1.A., and the administrative changes set forth in Section 5.4.2 will be treated as disconnects and starts.

15.3.5 Measuring Access Minutes

DLAS Calls will be measured to determine the basis for computing chargeable Access Minutes. In the event the Customer call detail is not available because of lost or damaged tapes or recording system outages, the Company will estimate the volume of lost Customer Access Minutes based on previously known values.

The measured minutes for DLAS Calls are the chargeable Access Minutes.

DLAS minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period for each DLS End Office, and are then rounded up to the nearest Access Minute for each such End Office.

A. DLAS Usage Measurement

The measurement of Access Minutes for DLAS begins when the recording switch receives answer supervision from the DLS End User, indicating the DLS End User has answered. The measurement of Access Minutes ends when the recording switch receives disconnect supervision from either the DLS End User, indicating the DLS End User has disconnected, or the Customer's Point of Termination, whichever is recognized first by the recording switch.

15. AT&T DIGITAL LINK ACCESS SERVICE

15.3 DLAS RATE REGULATIONS (Continued)

15.3.6 Mileage Measurement

The mileage to be used to determine Tandem-Switched Transport Facility mileage charges is calculated as set forth in A. and B. following.

- A. When Tandem-Switched Transport is utilized by the Customer between the Customer's Serving Wire Center and the DLS End Office, the Tandem-Switched Transport Facility mileage is measured between the Customer's Serving Wire Center and the DLS End Office.
- B. When direct transport is utilized by the Customer between the Customer's Serving Wire Center and the Access Tandem serving the DLS End Office, the Tandem-Switched Transport Facility mileage is measured between such Access Tandem and DLS End Office.

To determine the charge to be billed, first compute the mileage using the V&H coordinate method as set forth in Section 16.2. If the calculation results in a fraction of a mile, always round up to the next whole mile. Multiply the rounded mileage by (1) the Tandem-Switched Transport Facility rate, (2) the Access Minutes to be billed and (3) the applicable Meet Point Billing Percentage determined as set forth in Section 16.4.

15.4 DLAS DIRECT CONNECT TRANSPORT - ICB ARRANGEMENTS

Reserved for Future Use

16. SERVICE AVAILABILITY AND RATING INFORMATION

16.1 GENERAL

This section contains service availability and rating information applicable to the Access Services and Network Interconnection Services offered under this tariff and is arranged as follows:

Section 16.2. - V&H Coordinate Method of Determining Airline Mileage

Section 16.3. - Service Availability and Wire Center Information

Section 16.4. - Meet Point Billing Information

16. SERVICE AVAILABILITY AND RATING INFORMATION

16.2 V&H COORDINATE METHOD OF DETERMINING AIRLINE MILEAGE

For Access Services and Network Interconnection Services provided under this tariff, the airline mileage between any two-wire centers is determined as follows:

1. Obtain the "V" and "H" coordinates for each wire center from the NECA Tariff F.C.C. No. 4.
2. Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
3. Square each difference obtained in step (2) above.
4. Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
5. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
6. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

7. Formula =
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

16. SERVICE AVAILABILITY AND RATING INFORMATION

16.3 SERVICE AVAILABILITY AND WIRE CENTER INFORMATION

16.3.1 Reserved For Future Use

16.3.2 Access Services Availability - Level B

Billing Name and Address Service (Section 13.4.2.) shall be offered in AT&T certified territories.

16.3.3 AT&T Digital Link Access Service

The availability (NXXs) and wire center information for AT&T Digital Link Access Service (DLAS) is as set forth in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

16.3.4 Network Interconnection Services

The availability and wire center information for Network Interconnection Services is the same as is set forth in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

16.3.5 Reserved For Future Use

16.4 MEET POINT BILLING INFORMATION

The applicable billing percentage factors for Access Services that are provided by more than one telephone company are as set forth in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

RATES

17.1 GENERAL

This section contains the rates applicable to the Access Services and Network Interconnection Services offered in this tariff. The regulations applicable to these services are found in other sections of this tariff as follows:

<u>Rate Section</u>	<u>Service</u>	<u>Regulations Located In</u>
1	General	
2.	Payment of Rates and Charges; Reciprocal Pricing	Section 3
3.	Reserved For Future Use	
4.	Reserved For Future Use	
5.	Access/Interconnection Ordering	Section 5
6.	Reserved For Future Use	
7.	Reserved For Future Use	
8.	Reserved For Future Use	
9.	Reserved For Future Use	
10.	Network Interconnection Services	Section 10
11.	Reserved For Future Use	
12.	Reserved For Future Use	
13.	Additional Engineering, Labor and Miscellaneous Services	Section 13
14.	Reserved For Future Use	
15.	AT&T Access Service	Section 15

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

RATES

17.2 PAYMENT OF RATES AND CHARGES; RECIPROCAL PRICING

The regulations regarding the payment of rates and charges are set forth in Section 2.4. (Payment Arrangements and Credit Allowances).

Notwithstanding any other provision of this tariff, with respect to any Customer that, on its own or through an Affiliate, provides services comparable to the services provided under this tariff to the Company within Ohio, during any billing period, in the event that any of the applicable access rates and charges for Access Services, Network Interconnection Services or other services set forth in this Section are lower than comparable rates and charges in effect as of the last day prior to such billing period ("Customer Prices") offered or charged by the Customer or such Affiliate to the Company anywhere within Ohio for services comparable to the services provided under this tariff, then, for such Customer, such rates and charges in this Section may be increased by the Company to an amount equal to such Customer Prices. This tariff does not govern reciprocal compensation for termination of local traffic between AT&T and other Local Exchange Carriers.

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

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17.3 RESERVED FOR FUTURE USE

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

AT&T CORP.

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Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

RATES

17.5 ACCESS/INTERCONNECTION ORDERING

17.5.1 Service Order Charge

	<u>USOC</u>	<u>Rate</u>
per Order for Access Service	NRWAO	\$50.00
per Order for NIS	NRWN1	\$50.00

17.5.2 Administrative Change Charge

	<u>USOC</u>	<u>Rate</u>
per Change	NRWCV	\$50.00

17.5.3 Service Date Change Charge

	<u>USOC</u>	<u>Rate</u>
per Order	NRWSV	\$20.47

17.5.4 Design Change Charge

	<u>USOC</u>	<u>Rate</u>
per Order	NRODC	\$59.93

If a change of service date is required, the Service Date Change Charge set forth in 5.3 preceding will also apply.

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17.6 RESERVED FOR FUTURE USE

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

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Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

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Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

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Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

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RATES

17.10. NETWORK INTERCONNECTION SERVICES

17.10.1 Physical Network Interconnection Arrangements

A. DS1 MONTHLY RATES

	<u>USOC</u>	<u>Rate</u>
DS1 Facility-Zero Mileage		
- per DS1	SWCDZ	\$74.00
DS1 Facility-Other than Zero Mileage		
- per DS1	SWCDF	\$ 74.00
- per mile	SWCMF	\$ 25.00
DS1 Port Termination		
- per port (first 28)	SWCZ1	\$ 36.00
- per port (29-56)	SWCZ2	\$ 33.00
- per port (57-84)	SWCZ3	\$ 26.00
- per port (85-112)	SWCZ4	\$ 21.00
- per port (113-140)	SWCZ5	\$ 17.00
- per port (141-168)	SWCZ6	\$ 13.00
- per port (169 and above)	SWCZ7	\$ 12.00
DS3 to DS1 Multiplexing		
- per multiplexer	VUMDS	\$620.00

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 12-2622-TP-ACN.Carol Paulsen, Director
Dallas, Texas

PUCO No. 1

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17.10 NETWORK INTERCONNECTION SERVICES (Continued)

17.10.1 Physical Network Interconnection Arrangements (Continued)

B. DS1 NONRECURRING RATES

	<u>USOC</u>	<u>Rate</u>
DS1 Facility-Zero Mileage		
- per facility	NRWD2	None
DS1 Facility-Other than Zero Mileage		
- per facility	NRWD3	None
DS1 Port Terminations		
- per port (first 168)	NRWZ1	\$267.00
- per port (169-300)	NRWZ2	\$175.00
- per port (301-500)	NRWZ3	\$125.00
- per port (501-750)	NRWZ4	\$ 75.00
- per port (751-1000)	NRWZ5	\$ 50.00
- per port (1001 and above)	NRWZ6	\$ 25.00
Installation Charges		
- per 24 trunks	NRWTK	\$100.00
Engineering Charge		
- per DS1 Trunk Group	NRWE3	\$250.00
DS3 to DS1 Multiplexing		
- per multiplexer	NRWD1	None

C. 64 CLEAR CHANNEL CAPABILITY

	<u>USOC</u>	<u>Monthly Rate</u>	<u>USOC</u>	<u>Nonrecurring Rate</u>
Per DS1 arranged, per mile	S4CMF	None	NRWD4	\$350.00

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

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17.10 NETWORK INTERCONNECTION SERVICES (Continued)

17.10.1 Physical Network Interconnection Arrangements (Continued)

D. SS7 CHARGES

Monthly Recurring and Nonrecurring Charges:

	<u>USOC</u>	<u>Monthly Rate</u>	<u>USOC</u>	<u>Nonrecurring Rate</u>
STP Link Termination				
- per Termination	SWCLT	None	NRWL	\$475.00
STP Link Transport				
- fixed	SWCLM	\$0.000108		None
- per Mile	8SCMF	None		None
STP Port				
- per port	SWCPP	\$436.75		None
Signal Formulation, per IAM				\$0.000600
Signal Formulation, per TCAP message				0.000450
Signal Transport, per IAM				0.000101
Signal Transport, per TCAP Message				0.000080
Signal Switching, per IAM				0.000233
Signal Switching, per TCAP Message				0.000160

<u>Originating Point Code</u>	<u>Non-recurring</u>	<u>Monthly Rate</u>
-Per OPC, per service request. Added, deleted, or changed per STP Pair	\$20.00	None

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 12-2622-TP-ACN.Carol Paulsen, Director
Dallas, Texas

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17.11 RESERVED FOR FUTURE USE

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

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Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

RATES

17.13 ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES

17.13.1 Additional Engineering Rates

In connection with the application of rates for Additional Engineering, normally scheduled working hours are an employee's scheduled work period on any given calendar day (e.g., 8:00 a.m. to 5:00 p.m.).

Additional Engineering Period	<u>USOC</u>	First Half Hour or Fraction Thereof	<u>USOC</u>	Each Add'l Half Hour or Fraction Thereof
- Basic Time, normally schedule working hours, per engineer	NRWEN	\$49.91	NRWE1	\$44.69
- Overtime, outside of normally scheduled working hours, per engineer	NRWEO	76.70	NRWE2	50.75

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

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RATES

17.13 ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES
(Continued)17.13.2 Additional Labor Rates

In connection with the application of rates for Additional Labor, normally scheduled working hours are an employee's scheduled work period on any given calendar day (e.g., 8:00 AM to 5:00 PM).

A. Overtime Installation or Repair

Additional Labor Period	<u>USOC</u>	First Half Hour or Fraction Thereof	<u>USOC</u>	Each Add'l Half Hour or Fraction Thereof
- Overtime*, outside of normally scheduled working hours on a scheduled work day, per technician	NRWLO	\$30.06	NRWL1	\$26.62
- Premium time*, outside of scheduled work day per technician	NRWLP	31.46	NRWL2	31.46

* A call-out of a Company technician at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

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17.13 ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES
(Continued)17.13.2 Additional Labor Rates (Continued)

B. Standby

Additional Labor Period	<u>USOC</u>	<u>First Half Hour or Fraction Thereof</u>	<u>USOC</u>	<u>Each Add'l Half Hour or Fraction Thereof</u>
- Basic Time normally scheduled working hours, per technician	-	None	NRWT4	\$23.67
- Overtime*, outside of normally scheduled working hours on a scheduled work day per technician	-	None	NRWT5	27.05
- Premium time*, outside of scheduled work day per technician	-	None	NRWT6	31.29

* A call-out of a Company technician at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

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17.13 ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES
(Continued)17.13.2 Additional Labor Rates (Continued)

C. Testing and Maintenance with Other Companies and Other Labor

Additional Labor Period	<u>USOC</u>	<u>First Half Hour or Fraction Thereof</u>	<u>USOC</u>	<u>Each Add'l Half Hour or Fraction Thereof</u>
- Basic Time normally scheduled working hours, per technician	NRWM1	\$23.94	NRWM4	\$22.68
- Overtime*, outside of normally scheduled working hours on a scheduled work day per technician	NRWM2	26.62	NRWM5	26.62
- Premium time, outside of scheduled work day per technician	NRWM3	31.46	NRWM6	31.46

* A call-out of a Company technician at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

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17.13 ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES
(Continued)

17.13.3 Miscellaneous Services Rates

A. Billing Name and Address Service

	<u>USOC</u>	<u>Rate</u>
Service Establishment Charge		
- Per account established	NRWBS	\$500.00
BNA Request Charges		
- Manual, per BNA record requested	SWCBM	1.05
- Mechanized, per BNA record requested	SWCBE	.18
- Non-Standard, per BNA record requested (applies in addition to the Manual or Mechanized charge)	SWCBN	.65
Additional Programming Charge		
- Per each half hour or fraction thereof	NRWPG	40.00
Company-Provided Magnetic Tape Charge		
- Per Magnetic Tape	MMXCT	25.00

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 12-2622-TP-ACN.Carol Paulsen, Director
Dallas, Texas

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17.13 ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES
(Continued)

17.13.3 Miscellaneous Services Rates (Continued)

B. Reserved for Future Use

C. Reserved for Future Use

D. Reserved for Future Use

E. Reserved for Future Use

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

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17.13 ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES
(Continued)17.13.3 Miscellaneous Services Rates (Continued)F. Provision of Access/Interconnection Service Billing Information
Rates

	<u>USOC</u>	<u>Rate</u>
- Additional hard copies of the Customer's monthly bill or service and features record on paper,		
- per page	UUUPB	\$0.24
- Additional copies of Bill Data Record information in magnetic tape format,		
- per record*	MMXR3	0.0029
- Additional Electronic Data Transmission to a Customer Premises of Bill Data Record information,		
- per record* transmitted	UUUED	0.0005

* A record is comprised of 225 bytes.

RATES

17.13 ADDITIONAL ENGINEERING, LABOR AND MISCELLANEOUS SERVICES RATES
(Continued)

17.13.3 Miscellaneous Services Rates (Continued)

G. Toll Free (8YY) Data Base Service Rates

	Per Query <u>Charge</u>	Non-Recurring <u>Charge</u>
- Carrier Identification Charge		
- per query	\$0.002303	
- 8YY to POTS Number Translation		
- per query	None	
- Call Handling and Destination Feature		
- per query	0.000200	

H. Reserved for Future Use

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Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

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RATES

17.15 AT&T ACCESS SERVICE RATES

17.15.1 Tandem-Switched Transport

A. Tandem-Switched Transport Termination

	<u>Rate</u>
Per Access Minute	\$0.000103

B. Tandem-Switched Transport Facility

	<u>Rate</u>
Per Access Minute per mile	0.000013

17.15.2 Switching Charge

A. Originating Switching Charge

	<u>Rate</u>
Per Access Minute	0.003142

B. Terminating Switching Charge

	<u>Rate</u>
Per Access Minute	0.003142

17.15.3 Dedicated Trunk Port

	<u>Rate</u>
Per Minute	0.000557

17.15.4 Common Trunk Port

	<u>Rate</u>
Per Minute	0.000337

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 12-2622-TP-ACN.Carol Paulsen, Director
Dallas, Texas

AT&T CORP.

Local Exchange Services

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SCHEDULE
FOR
AT&T CORP.
BASIC LOCAL EXCHANGE SERVICES
INCLUDING
REGULATIONS
AND
SCHEDULES OF RATES
APPLYING IN THE STATE OF OHIO

Effective November 1, 2012, the AT&T Corp. Local Exchange Services Tariff hereby supersedes and replaces the AT&T Communications of Ohio, Inc. Local Exchange Services Tariff.

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

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6	RESERVED FOR FUTURE USE
7	AT&T LOCAL EXCHANGE SERVICES
	PRICE LIST

EXPLANATION OF SYMBOLS

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

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

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

1. APPLICATION OF TARIFF

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

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

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

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

A. General

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

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

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

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

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

A. General (Continued)

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

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

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

B. Terms and Conditions

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

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

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

C. Notification of Service-Affecting Activities

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

D. Provision of Equipment and Facilities

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

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

D. Provision of Equipment and Facilities (Continued)

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

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

E. Customer Equipment

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

1) Station Equipment

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

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

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

E. Customer Equipment (Continued)

2) Inspections

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

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

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

2. GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY

A. Service Liability

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

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

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

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

2. GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY (Continued)

A. Service Liability (Continued)

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

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

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

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

2. GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY (Continued)

B. Temporary Suspension for Repairs

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

C. Credit Allowance for Interruptions

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

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

2. GENERAL REGULATIONS

2.2 LIABILITY OF THE COMPANY (Continued)

C. Credit Allowance for Interruptions (Continued)

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

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

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

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

A. The customer shall be responsible for:

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

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Continued)

A. (Continued)

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

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Continued)

B. Claims

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

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

C. Resale

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

2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Continued)

C. Resale (Continued)

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

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

2. GENERAL REGULATIONS

2.4 CONNECTIONS OF TERMINAL EQUIPMENT AND COMMUNICATIONS SYSTEMS

A. Recording of Two-Way Telephone Conversations

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

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

- 2) Exceptions

The exceptions to the foregoing requirements are as follows:

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

2. GENERAL REGULATIONS

2.4 CONNECTIONS OF TERMINAL EQUIPMENT AND COMMUNICATIONS SYSTEMS
(Continued)

B. Violation of Regulations

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

2. GENERAL REGULATIONS

2.5 PAYMENTS AND CHARGES

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

2. GENERAL REGULATIONS

2.5 PAYMENTS AND CHARGES (Continued)

A. Billing Disputes

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

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

B. Advance Payments

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

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

2. GENERAL REGULATIONS

2.5 PAYMENTS AND CHARGES (Continued)

C. Deposits

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

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

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

D. Returned Check Charges

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

E. Minimum Period Charge

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

2. GENERAL REGULATIONS

2.5 PAYMENTS AND CHARGES (Continued)

F. Late Payment Charge

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

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

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

The Late Payment Charge does not apply to final accounts.

AT&T CORP.

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2. GENERAL REGULATIONS

2.6 RESERVED FOR FUTURE USE

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

2. GENERAL REGULATIONS

2.7 ASSIGNMENT OR TRANSFER OF SERVICE

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

2.8 NOTICES AND COMMUNICATIONS

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

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

2.9 PROVISION FOR CERTAIN LOCAL TAXES AND FEES

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

2. GENERAL REGULATIONS

2.10 TELECOMMUNICATIONS RELAY SERVICE

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

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

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

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

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

2. GENERAL REGULATIONS

2.11 EMERGENCY NUMBER SERVICE (ENS)

A. General

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

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

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

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

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

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

2. GENERAL REGULATIONS

2.11 EMERGENCY NUMBER SERVICE (ENS) (Continued)

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

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

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

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

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

2. GENERAL REGULATIONS

2.11 EMERGENCY NUMBER SERVICE (ENS) (Continued)

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

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

C. Emergency Telephone Service Charge

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

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

2. GENERAL REGULATIONS

2.12 DEFINITIONS

911 Service Area

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

Automatic Location Identification (ALI)

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

Automatic Number Identification (ANI)

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

Commercial Service (Business)

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

Consumer Service (Residence)

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

Customer

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

2. GENERAL REGULATIONS

2.12 DEFINITIONS (Continued)

Customer Premises

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

Demarcation Point

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

Emergency Service Number (ESN)

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

Exchange Area

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

Local Automatic Number Identification

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

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

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

2. GENERAL REGULATIONS

2.12 DEFINITIONS (Continued)

Local Calling Area

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

Local Exchange Service

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

Public Safety Answering Point (PSAP)

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

Resale

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

Rate Center

A geographical location used for determining mileage measurements.

Universal Emergency Number Service

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

3. SERVICE AREAS

3.1 AT&T SERVICE AREAS

A. AT&T Commercial Services Local Service Area

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

Local Calling Service rates are shown in the PRICE LIST.

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

The Company offers AT&T Local Exchange Services within the Exchanges of Ameritech Ohio as described in The Ohio Bell Company, Ameritech Tariff P.U.C.O. No. 20, Part 4, Section 1.

4. SPECIAL ARRANGEMENTS

4.1 CONSTRUCTION CHARGES

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

4.2 CONTRACTS

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

4.3 PROMOTIONS

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

AT&T CORP.

Local Exchange Services

Commercial Services - Section 5

Original Page 1

PUCO No. 2

5. RESERVED FOR FUTURE USE

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

AT&T CORP.

Local Exchange Services

Commercial Services - Section 6

Original Page 1

PUCO No. 2

6. RESERVED FOR FUTURE USE

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

7. AT&T BASIC LOCAL EXCHANGE SERVICE

7.1 DESCRIPTION

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

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

7. AT&T BASIC LOCAL EXCHANGE SERVICE

7.2 MONTHLY RECURRING CHARGES

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

7.3 NON-RECURRING CHARGES

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

A. Installation Charge

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

B. Line Move with Dispatch

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

7. AT&T BASIC LOCAL EXCHANGE SERVICE

7.3 NON-RECURRING CHARGES (Continued)

C. Pre-Installation Cancellation Charge

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

D. 25 Pair Termination Block Charge

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

E. PIC Change Charge

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

The InterLATA PIC Change Charge can be found in AT&T's Federal Access Tariff.

AT&T BASIC LOCAL EXCHANGE SERVICE

7.3 Non-Recurring Charges

Installation Charge

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

Line Move with Dispatch

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

Pre-Installation Cancellation Charge

<u>Per Cancellation</u>
\$ 75.00

25 Pair Termination Block Charge

<u>Per Block</u>
\$ 65.00

PIC Change Charge

<u>Per PIC Change</u>
\$0.00

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission
of Ohio, in Case No. 12-2622-TP-ACN.Carol Paulsen, Director
Dallas, Texas

Local Exchange Services

Price List
Original Page 2PUCO No. 2

7. AT&T BASIC LOCAL EXCHANGE SERVICE

A. AT&T All In One

All In One - Plan A Flat Rate*

	Non Recurring <u>Charge</u>	Monthly Recurring <u>Charge</u>
Main Business Line	\$35.00	\$51.50

Usage Rates

Per Minute
\$.0232All In One - Plan B Flat Rate

	Non Recurring <u>Charge</u>	Monthly Recurring <u>Charge</u>
Main Business Line	\$35.00	\$42.60

Usage Rates

Per Minute
\$.0232

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

Issued: October 1, 2012

Effective: November 1, 2012

Filed under authority of Entry issued by the Public Utilities Commission of Ohio, in Case No. 12-2622-TP-ACN.

Carol Paulsen, Director
Dallas, Texas

EXHIBIT C

AT&T Corp. is filing this application to submit its tariffs as described in Case No. 12-1715-TP-ATC. In that case AT&T Communications of Ohio, Inc. transferred its certificate to AT&T Corp. The AT&T Communications of Ohio, Inc. certificate 90-9000 was revised on September 21, 2012 to belong to AT&T Corp.

The tariffs AT&T Corp. is filing today will become effective November 1, 2012. As discussed in Exhibit C (attached) of 12-1715-TP-ATC AT&T Communications is transferring all of its assets to AT&T Corp. on October 31, 2012 and will commence providing service on November 1, 2012. Customer notice (enclosed) began in June and continues through October. See Exhibit D for specific notices and their run cycle.

All services provided by AT&T Communications of Ohio, Inc. will be provided by AT&T Corp. as of November 1, 2012. The AT&T Communications tariffs should be removed and deleted from your files and website and replaced with the tariffs AT&T Corp. is filing today effective November 1, 2012.

AT&T Comm. PUCO #7 (Access) is replaced by
AT&T Corp. PUCO #1 (Access)

AT&T Comm. PUCO #8 (Local Exchange Services) is replaced by
AT&T Corp. PUCO #2 (Local Exchange Services)

The tariffs filed today are exactly the same as the AT&T Communications tariffs currently on file with the following exceptions.

AT&T Corp. PUCO No. 1 Access - Section 2 page 26 begins a

repagination accommodating the addition of VoIP language that was introduced August 20, 2012. (25.1 etc. replaced with 26 etc.)

AT&T Corp. PUCO No. 2 Local Exchange Services – Section 2 pages 22-25 were blank and eliminated. Section 7 pages 3-21 were blank and eliminated. Price List Current (AT&T Comm) page 2 is moved to Proposed (AT&T Corp.) page 1.

The name AT&T Communications of Ohio, Inc. is changed to AT&T Corp.

EXHIBIT D

EXHIBIT D CUSTOMER NOTICE

The following Ohio bill page message will be printed on small business customer bills where AT&T Communications of Ohio, Inc. directly bills customers (i.e. NON-TELCO bills) starting in July and continuing through October, and on Consumer bills, starting in June and continuing through October:

Currently, AT&T intrastate services are provided by AT&T Communications of Ohio, Inc., and AT&T interstate and international services are provided by AT&T Corp. Subject to state regulatory approvals, on or about November 1, 2012, AT&T Corp. will also provide AT&T intrastate services in your state. This change does not impact the rates, terms or conditions applicable to these services. You may visit us online at att.com/servicepublications or call us at the number listed on your bill.

The following Ohio bill page message will be printed on large business customer bills where AT&T Communications of Ohio, Inc. directly bills customers (i.e. NON-TELCO bills) starting in July and continuing through October:

Attention Customers with Local Business Services provided by CERTAIN AT&T Companies*: Subject to state regulatory approvals, beginning on or about November 1, 2012, AT&T's intrastate services will be provided by AT&T Corp. This change will not impact the rates, terms, or conditions applicable to these services. To view service publications go to www.att.com/servicepublications and click on Service Guides and/or Tariffs. If you have any questions, please contact the toll free number on your invoice.

*AT&T Communications of the South Central States, LLC, AT&T Communications of the Southwest, Inc., AT&T Communications of the Mountain States, Inc., AT&T Communications of California, Inc., AT&T Communications of Washington, D.C. LLC, AT&T Communications of Delaware, LLC, AT&T Communications of the Southern States, LLC, AT&T Communications of the Midwest, Inc., AT&T Communications of Illinois, Inc., AT&T Communications of Maryland, LLC, AT&T Communications of Michigan, AT&T Communications of New Jersey, L.P., AT&T Communications of Nevada, Inc., AT&T Communications of Ohio, Inc., AT&T Communications of the Pacific Northwest, Inc., AT&T Communications of Pennsylvania, LLC, AT&T Communications of Wisconsin, L.P., AT&T Communications of West Virginia, Inc.

The following Ohio bill page message will be printed on all customer bills where AT&T Communications of Ohio, Inc.'s services charges are billed on the AT&T Ohio bill along with AT&T Ohio local exchange services (i.e. TELCO bills) starting in July and continuing through October:

SERVICE INFORMATION

Your local services are provided by AT&T Ohio (The Ohio Bell Telephone Company). Your AT&T long distance services, if any, are provided by one or more of the following AT&T Inc. subsidiaries: AT&T Long Distance (SBC Long Distance, LLC), AT&T Communications of Ohio, Inc., and/or AT&T Corp. Effective on or about November 1, 2012 any AT&T Communications of Ohio, Inc. intrastate services will be provided by AT&T Corp. This change does not impact the rates, terms and conditions of your current intrastate services with AT&T. Questions about this change should be directed to 1-800-222-0300. You

can find the name of your long distance service provider in the long distance section of your bill. You may visit us online at att.com/servicepublications or call us at the number listed on your bill.

EXHIBIT C

AT&T Communications of Ohio, Inc. ("ATTCOM") submits this application seeking the Commission's approval, pursuant to O.A.C. § 4901:1-6-29(B)(1)(a), for the transfer of the certificate held by AT&T Communications of Ohio, Inc. to its parent corporation, AT&T Corp. ATTCOM and similar entities in other states will be merged into their parent corporation in late 2012.

AT&T Corp. is a New York corporation with headquarters at One AT&T Way, Bedminster, New Jersey 07921. It is duly registered with the Ohio Secretary of State as a foreign corporation. Its certificate of good standing is attached. AT&T Corp. is a subsidiary of AT&T Inc., which is one of the largest providers of telecommunications services in the world. AT&T Corp., through its subsidiaries, is authorized to provide domestic and international telecommunications services throughout the United States. AT&T Corp. maintains a modern worldwide telecommunications network and either directly or through its subsidiaries offers wireline and Internet-based services and products serving residential, business, and government customers, as well as wholesale customers. AT&T Inc. and its subsidiaries, including AT&T Corp., have extensive operational and managerial experience and substantial financial resources. Information about AT&T Inc.'s consolidated financial status, operations, management, and services is set forth in AT&T Inc.'s most recent annual report, is available at <http://www.att.com/gen/landing-pages?pid=5718>

AT&T Corp. operates in Ohio under the registered trade names "Lucky Dog Phone Co." and "AT&T Business Solutions." It has also registered the fictitious name "ACC Business." The pertinent filings with the Secretary of State are attached.

Although the transaction described here will be transparent to customers, appropriate customer notice is being given to inform them of the transaction, consistent with the Commission's rules. See Exhibit D. The Applicant will supplement this application with confirmation that the customer notices have been given once the customer notice cycle is complete.

In addition, a tariff application updating the existing AT&T Communications of Ohio, Inc.'s tariff consistent with the changes resulting from this transaction will be filed post-closing. Exhibit B includes only the impacted tariff cover sheets because only the entity name on the tariffs will change. The issued and effective dates on the tariff pages will be added upon Commission approval of the transaction but not earlier than the closing date, at which time the revised tariffs will be filed.

There will be no change in the rates or substantive terms and conditions under which AT&T Corp., through ATTCOM, currently serves customers either under tariff, Guidebook, or contract. Once the transaction is completed, the same personnel who manage these services will continue to do so and there will be no change in the network assets used to provide these services.

ATTCOM's current Commission Certificate No. 90-9000, issued on June 24, 1998, does not include the following counties: Ashtabula, Knox, Logan, and Putnam. The applicant therefore requests that a new statewide certificate be issued to AT&T Corp., consistent with the current Commission practice and rule.

Lastly, at the request of the Commission Staff, an updated Proposed Market Area matrix is included with this filing.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

10/1/2012 12:45:54 PM

in

Case No(s). 12-2622-TP-ACN

Summary: Tariff change name from AT&T Communications of Ohio, Inc. to AT&T Corp. on tariffs electronically filed by Ms. Candice L Glover on behalf of AT&T Corp.