

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS**  
**(Effective: 10/26/2007)**  
**(Pursuant to Case No. 06-1345-TP-ORD)**

In the Matter of the Application of AT&T Ohio  
to make some modifications to the OPT-E-MAN  
Service offering.

)  
)  
)

TRF Docket No. 90-5032-TP-TRF

Case No. \_\_\_\_ - \_\_\_\_ - **TP** - \_\_\_\_

**NOTE: Unless you have reserved a Case # or are filing a Contract, leave the "Case No" fields BLANK.**

Name of Registrant(s) AT&T Ohio

DBA(s) of Registrant(s) The Ohio Bell Telephone Company uses the name AT&T Ohio

Address of Registrant(s) 150 East Gay Street

Company Web Address www.att.com

Regulatory Contact Person(s) Maryann H. Mackey

Phone 216 822-0086

Fax 216 822-5722

Regulatory Contact Person's Email Address mm4182@att.com

Contact Person for Annual Report Michael R. Schaedler

Phone 216 822-8307

Address (if different from above) 45 Erieview Plaza Suite 1500 Cleveland, Ohio 44114

Consumer Contact Information Kathy Gentile-Klein

Phone 216 822-2395

Address (if different from above) 45 Erieview Plaza Suite 1500 Cleveland, Ohio 44114

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.]

**Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.**

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at [www.puco.ohio.gov](http://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.

<b>Carrier Type</b> <input type="checkbox"/> Other (explain below)	<input checked="" type="checkbox"/> LEC	<input type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
<b><u>Tier 1 Regulatory Treatment</u></b>				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
<b><u>Tier 2 Regulatory Treatment</u></b>				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	1

## Section I – Part II – Certificate Status and Procedural

<b>Certificate Status</b>	<b>ILEC</b>	<b>CLEC</b>	<b>CTS</b>	<b>AOS/IOS</b>
Certification (See Supplemental ACE form)		<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
<b>Procedural</b>				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

## Section II – Carrier to Carrier (Pursuant to 95-845-TP-COI), CMRS and Other

<b>Carrier to Carrier</b>	<b>ILEC</b>	<b>CLEC</b>		
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG (Auto 90 day)	<input type="checkbox"/> NAG (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB (Non-Auto)	<input type="checkbox"/> ARB (Non-Auto)		
Introduce or change c-t-c service tariffs,		<input type="checkbox"/> ATA (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC (Non-Auto)	<input type="checkbox"/> UNC (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC (Non-Auto)	<input type="checkbox"/> UNC (Non-Auto)		
<b>CMRS Providers</b> See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)		<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)	

**Other\*** This filing is for a non-residential tier 2 service. It introduces the provisioning of OPT-E-MAN Service over copper facilities as well as a new grade of service and three new bandwidth options.

*\*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.*

**All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR, and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of 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 III. – Attestation

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

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#### AFFIDAVIT

##### *Compliance with Commission Rules and Service Standards*

I am an officer/agent of the applicant corporation, AT&T Ohio, and am authorized to make this statement on its behalf.

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, 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 declare under penalty of perjury that the foregoing is true and correct.

Executed on December 18, 2007 at Cleveland, Ohio

\*/s/ Maryann H. Mackey  
Sr. Director, Regulatory Affairs

December 18, 2007

- 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.

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#### VERIFICATION

I, Maryann H. Mackey verify that I have utilized the Telecommunications Application Form for Routine 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.

\* /s/ Maryann H. Mackey Sr. Director, Regulatory Affairs

December 18, 2007

-----\*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**

PART 6 - Central Office Services  
SECTION 9 - Other Central Office Services

3rd Revised Sheet No. 22  
Cancels  
2nd Revised Sheet No. 22

### 3. OPT-E-MAN<sup>®</sup> Service

#### **A. DESCRIPTION**

OPT-E-MAN Service is an optically switched data service which allows for versatile scalability and flexibility over an Ethernet network provided by the Company. OPT-E-MAN Service allows businesses to interconnect customer locations within a Metropolitan Area Network (MAN) as if they were segments on the same LAN using packet-based switching technologies. Connections at the customer premises are made using Native Ethernet interfaces and traverse the MAN over fiber facilities. OPT-E-MAN Service provides dedicated bandwidth from 5 Mbps up to 1 Gbps. (D)

Customers connect to OPT-E-MAN Service via one of the following standard connections, as requested by the customer:

- 10/100 Base T (100 Mbps)
- Gigabit Ethernet (1000 Base SX, 1000 Base LX/LH or 1000 Base ZX)<sup>/1/</sup>

Customers may connect any two or more locations together when utilizing a point-to-point or point-to-multipoint configuration, and a minimum of three or more locations when utilizing a multipoint-to-multipoint configuration<sup>/2/</sup>, as long as they are in the same LATA or MAN and the service is available. (N)  
(N)  
(C)  
(D)

(D)

OPT-E-MAN Service includes the connection from the customer's premise to the Ethernet network, a port on the Ethernet network, a Committed Information Rate (CIR), and Ethernet Virtual Connections (EVCs). Ethernet Virtual Connections (EVCs) are logical connections that establish a logical path for customer traffic between two customer locations. A portion of the CIR is assigned to each EVC to establish how much bandwidth each path should have.

- /1/ CIR is inclusive of allowances for overhead within the Ethernet network. If a customer orders 1 Gbps of CIR on a single port, the Company reserves the right to use up to 10% of the bandwidth for traffic management.
- /2/ This provisioning requirement will only apply to new service installed after November 29, 2006. (N)  
(N)
- ® OPT-E-MAN is a registered trademark of AT&T Knowledge Ventures

Issued: November 29, 2006

Effective: November 29, 2006

In accordance with an Order issued by the Public Utilities Commission of Ohio, dated January 6, 2003, Case No. 02-3069-TP-ALT.

By Connie Browning, President, Cleveland, Ohio

**3. OPT-E-MAN® Service (cont'd)**

(T)

<b>A. DESCRIPTION (cont'd)</b>
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Service configurations include a choice of one of two underlying Grades of Service: Bronze and Silver. Each Grade of Service offers a different level of service performance. The following describes the service parameters for each Grade of Service.

**Bronze**            The applications best suited for this Grade of Service are general data applications with more tolerance for delay and/or those that are lower in priority. This Grade of Service is the appropriate selection for general data traffic since it tolerates bursty and time-varying traffic. The service parameters associated with this Grade of Service are Packet Delivery Rate (PDR) and Latency.

Packet Delivery Rate is at least 99.5% of total traffic from source Network Terminating Equipment (NTE) to the destination NTE to which the customer port is attached.

Latency is limited to a delay across a connection of no more than 27 ms (54 ms roundtrip) one-way end-to-end within the Company's network for packets 1500 bytes or less. (C)

**Silver**            This Grade of Service supports applications that require minimal loss and low latency variation (jitter). Data in this Grade of Service will be provisioned in a priority queue indicating that it is delay sensitive. The service parameters associated with this Grade of Service are Packet Delivery Rate (PDR), Latency and Jitter.

Packet Delivery Rate is at least 99.9% of total traffic from source Network Terminating Equipment (NTE) to the destination NTE to which the customer port is attached.

Latency is limited to a delay across a connection of no more than 18 ms (36 ms roundtrip) one-way end-to-end within the Company's network for packets 1500 bytes or less. (C)

Jitter is limited to less than 12 ms one-way end-to-end within the Company's network. (C)

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By Connie Browning, President, Cleveland, Ohio

PART 6 - Central Office Services  
SECTION 9 - Other Central Office Services

2nd Revised Sheet No. 25  
Cancels  
1st Revised Sheet No. 25

**3. OPT-E-MAN® Service (cont'd)**

(T)

<b>C. TERMS AND CONDITIONS</b>
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In addition to regulations set forth elsewhere in this Tariff, the following regulations apply to OPT-E-MAN Service:

1. OPT-E-MAN Service is provided at the option of the Company where equipment and facilities permit. If appropriate facilities are not available, Special Construction charges may apply. OPT-E-MAN Service is available in Company Central Offices as specified in National Exchange Carrier Association, Inc., Tariff F.C.C. No. 4 (NECA Tariff F.C.C. No. 4).
2. The customer provided equipment (CPE) must deliver the data signal for the OPT-E-MAN transport within the industry specification for the subscribed data service. See Paragraph E. - **TECHNICAL REFERENCES**.
3. OPT-E-MAN Service supports full duplex communication.
4. OPT-E-MAN Service does not allow for oversubscription. The sum total of the Usage assigned to EVCs are mapped to a single port, and cannot exceed the ordered CIR.
5. If a customer connects to the OPT-E-MAN network using a bridge or switch for Layer 2 connectivity, only 50 MAC addresses can be used per Layer 2 device, per port. Any additional addresses will be assessed an additional charge, with a limit of 100 MAC addresses total per port. See **PRICES** following.
6. If a customer desires service from a Serving Wire Center that is not equipped to provide OPT-E-MAN Service, additional charges may apply for use of a Repeater. A network engineering study will need to be completed to ensure adequate service provisioning is capable. See **PRICES** following.
7. For Basic Service, a total of 8 Ethernet Virtual Connections (EVCs) may be configured per 10/100 Base T connection, and a total of 64 EVCs may be configured per 1 Gbps connection. For Basic Plus Service, a total of 7 EVCs may be configured per 10/100 Base T connection, and a total of 63 EVCs may be configured per 1 Gbps connection. Should the customer request more than 64 EVCs on a Basic Service 1 Gbps connection, or more than 63 EVCs on a Basic Plus Service 1 Gbps connection, a technical review will need to be conducted to determine whether the network will support more EVCs.

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By Connie Browning, President, Cleveland, Ohio

PART 6 - Central Office Services  
SECTION 9 - Other Central Office Services

2nd Revised Sheet No. 27  
Cancels  
1st Revised Sheet No. 27

**3. OPT-E-MAN® Service (cont'd)**

(T)

<b>C. TERMS AND CONDITIONS (cont'd)</b>
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13. Service Level Agreements (SLAs) are offered with this service, and provide customers with end-to-end performance backed by service credits if minimum quality standards are not met by the Company.

Network Availability

- Network Availability of 99.95% per month, including the local loop, is provided by the Company. This equates to less than 21.6 minutes of downtime per month (based on a 30-day month), excluding maintenance windows and other appropriate exclusions (see *Exclusions* following). Network Availability is calculated as the percentage of time that the OPT-E-MAN network is capable of accepting and delivering customer data to the total time in the measurement period. The calculation for Network Availability for a given calendar month is as follows:

Network Availability =

[24 hours x days in month x 60 minutes x number of customer sites] - network outage time (measured in minutes)

-----  
[24 hours x days in month x 60 minutes x number of customer sites]

- As noted in the above formula, all ports included in a customer's network are utilized in calculating Network Availability.
- The customer is responsible for (1) notifying the Company within 45 days after the end of the month when the service parameter within the calendar month falls below the committed level, and (2) requesting a service credit.
- Upon verification by the Company that the actual service performance for that parameter was less than the committed level, the customer will be provided a service credit equal to 10% of the monthly recurring charge for that service parameter for all affected ports.

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By Connie Browning, President, Cleveland, Ohio



PART 6 - Central Office Services  
SECTION 9 - Other Central Office Services

2nd Revised Sheet No. 28  
Cancels  
1st Revised Sheet No. 28

**3. OPT-E-MAN® Service (cont'd)**

(T)

<b>C. TERMS AND CONDITIONS (cont'd)</b>
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14. Grade of Service SLAs are provided for OPT-E-MAN Service. If the Company fails to meet service parameters defined for each Grade of Service, a service credit will be offered to the customer given certain conditions are met:

- The customer is responsible for (1) notifying the Company within 45 days after the end of the month when the service parameter falls below (or above) the committed level, and (2) requesting a service credit.
- Upon notification by the customer that the actual service performance for that parameter was less than the committed level, the Company has 30 days to correct the problem.
- If after 30 days, the service performance for that parameter is still less than the committed level, the customer will be provided a service credit equal to 25% of the monthly recurring charge for that service parameter for all affected ports for the month in which the service parameters fall below (or above) the committed level.
- Packet Delivery Rate, Latency and Jitter calculations will be measured only when the OPT-E-MAN network is available.

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By Connie Browning, President, Cleveland, Ohio

PART 6 - Central Office Services  
SECTION 9 - Other Central Office Services

4th Revised Sheet No. 29  
Cancels  
3rd Revised Sheet No. 29

**3. OPT-E-MAN<sup>®</sup> Service (cont'd)**

**C. TERMS AND CONDITIONS (cont'd)**

15. Exclusions (Service Level Agreements and Grade of Service credits)

The Company will be excluded from providing Service Level Agreements credits and Grade of Service credits should any of the following conditions occur:

- Force major events such as, but not limited to, an earthquake, hurricane, flood, fire, storms, tornadoes, explosion, lightning, power surges or failure, fiber cuts, strikes or labor disputes. Loss or damage resulting from any cause beyond the Company's reasonable control such as acts of war, civil disturbances, acts of civil or military authorities or public enemy.
- All SLAs are offered across the Company's network. The failures of any components beyond the local facility including the Network Interface (NI), the CSU/DSU/Channel band/Extended Demarcation are excluded from the SLA calculation.
- Data loss during the Company's scheduled maintenance window.
- Data exceeding subscribed Usage.
- Failures attributed to facilities or equipment provided by customer or its contractors, equipment vendors, another local exchange carrier or inter-exchange carrier.
- Any type of Customer Network Management functionality is not included in SLAs.

16. For Basic Plus multipoint-to-multipoint service, the Company will use controls to limit the amount of multicast and broadcast traffic to protect the OPT-E-MAN network against traffic storms. The maximum throughput of multicast traffic will be set at 1 Mbps per customer port, while the maximum throughput of broadcast traffic will be set at 200 packets per second per port. Packets dropped by traffic controls will be excluded from SLA calculations. The Company recommends that customers enable controls for multicast, broadcast and unknown unicast traffic within the customer network(s).

/1/

/1/ Material now appears on 4th Revised Sheet 29.1 in this Section.

Issued: April 30, 2007

Effective: April 30, 2007

In accordance with an Order issued by the Public Utilities Commission of Ohio, dated January 6, 2003, Case No. 02-3069-TP-ALT.

By Connie Browning, President, Cleveland, Ohio

PART 6 - Central Office Services  
SECTION 9 - Other Central Office Services

Original Sheet No. 29.2

**3. OPT-E-MAN<sup>®</sup> Service (cont'd)**

(N)

**C. TERMS AND CONDITIONS (cont'd)**

(N)

20. Customers will be permitted to move from a 10/100 Base T to a Gigabit Ethernet interface option (staying within the Basic or Basic Plus Connection or moving from the Basic to the Basic Plus Connection), however, the Nonrecurring Charge associated with the new Gigabit Ethernet Connection will apply. However, should a customer simply wish to move from Basic to Basic Plus (without any change to the interface option; for example, retaining the 10/100 Base T interface), only the Service Order Change Charge will apply. See **PRICES** following.

/2/(T)

21. The aggregate assigned Committed Information Rate (CIR) across all Ethernet Virtual Connections (EVCs) between any two customer connections cannot exceed 600 Mbps per Basic or Basic Plus connection.<sup>/1/</sup>

(T)

/2/

/1/ This provisioning requirement will only apply to new service installed after November 29, 2006.

/2/ Material formerly appeared on 3rd Revised Sheet 29.1 in this Section.

(N)

(N)

Issued: April 30, 2007

Effective: April 30, 2007

In accordance with an Order issued by the Public Utilities Commission of Ohio, dated January 6, 2003, Case No. 02-3069-TP-ALT.

By Connie Browning, President, Cleveland, Ohio

PART 6 - Central Office Services  
SECTION 9 - Other Central Office Services

3rd Revised Sheet No. 30  
Cancels  
2nd Revised Sheet No. 30

### 3. OPT-E-MAN<sup>®</sup> Service (cont'd)

#### D. FEATURES

##### 1. Standard Features

###### Committed Information Rate (CIR)

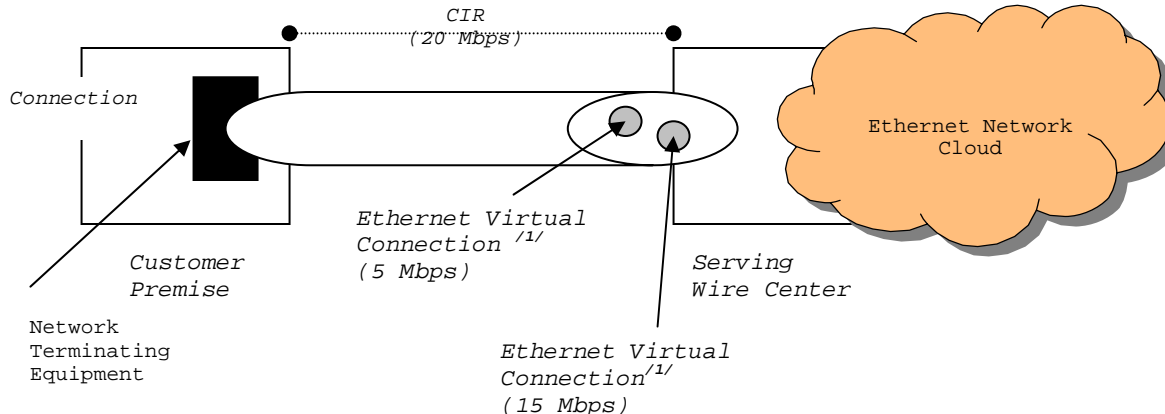
(T)

CIR provides a committed level of transmission (or bandwidth) to the Connection. The customer can select a CIR from 5 Mbps to 1 Gbps per connection. The CIR is shared among one or more Ethernet Virtual Connections (EVCs), which provide a logical point-to-point connection between two customer locations.

###### Connection

Provides for the physical connection between the customer's premise and the serving wire center. This is comprised of a transport component, interface component and a port connection component. Several interface protocols are available: 10/100 BaseT and Gigabit Ethernet (1000 Base SX, 1000 Base LX/LH or 1000 Base ZX).

The following diagram describes a standard service configuration:



/1/ Ethernet Virtual Connections are used to establish a path for certain traffic between two customer locations, and do not have a charge associated with them. Each EVC must have a portion of the Committed Information Rate (CIR) service element assigned to it.

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By Connie Browning, President, Cleveland, Ohio

PART 6 - Central Office Services  
SECTION 9 - Other Central Office Services

3rd Revised Sheet No. 31  
Cancels  
2nd Revised Sheet No. 31

3. OPT-E-MAN<sup>®</sup> Service (cont'd)

D. FEATURES (cont'd)

2. Optional Features

Ethernet Virtual Connections (EVC)

An Ethernet Virtual Connection is a logical point-to-point connection between two customer locations, and goes from the customer demarcation point at one location through the OPT-E-MAN network to terminate at the demarcation point at the second customer location. When multiple EVCs are provisioned, the customer must designate the portion of the CIR assigned to each EVC. For point-to-point and point-to-multipoint connections, EVCs can be set in 1 Mbps increments from 5 Mbps to 600 Mbps<sup>/1/</sup>. For multipoint-to-multipoint connections, EVCs can be set in 1 Mbps increments for 5 Mbps to 1 Gbps. If a customer purchases the Silver Grade of Service for CIR, the initial EVC will be prioritized as Silver. Additional EVCs can be prioritized as either Silver or Bronze. However, if a customer purchases the Bronze Grade of Service for CIR, additional EVCs cannot be prioritized as Silver, but only as Bronze.

Repeater

For those customers who are located outside normal transmission parameters, or who are served by a Serving Wire Center that is not equipped for OPT-E-MAN Service, service can be provided using a repeater. An engineering study will be completed to ensure transmission parameters can be met using a repeater, and the Company will determine when Repeaters are necessary. Additional charges will apply. Provisioning of OPT-E-MAN Service is subject to the availability and operational limitations of the equipment and associated facilities.

Additional MAC Addresses

If a customer connects to the OPT-E-MAN network using a bridge or switch for Layer 2 connectivity, only 50 MAC addresses can be used per Layer 2 device, per port. Any additional addresses will be assessed an additional charge, with a limit of 100 MAC addresses total per port.

/1/ This provisioning requirement will only apply to new service installed after November 29, 2006.

Issued: November 29, 2006

Effective: November 29, 2006

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By Connie Browning, President, Cleveland, Ohio

PART 6 - Central Office Services  
SECTION 9 - Other Central Office Services

2nd Revised Sheet No. 33  
Cancels  
1st Revised Sheet No. 33

**3. OPT-E-MAN® Service (cont'd)**

(T)

**F. PRICES**

**1. Service Elements**

Description	Non-recurring Charge <sup>1/</sup>	Monthly Payment				Monthly Extension
		Term Payment Plans				
		12 Months	24 Months	36 Months	60 Months	
<b>Connection,</b> each customer location						
<u>Basic Service</u>						
10/100 Base T	\$1925.00	\$780.00	\$750.00	\$650.00	\$575.00	\$925.00
Gigabit Ethernet	2100.00	1200.00	1150.00	1000.00	850.00	1400.00
<u>Basic Plus Service</u>						
10/100 Base T	1925.00	780.00	750.00	650.00	575.00	925.00
Gigabit Ethernet	2100.00	1200.00	1150.00	1000.00	850.00	1400.00

/1/ Nonrecurring charges will be waived for those customers selecting the 24, 36 or 60 month Term Payment Plan (TPP) period for new service.

Issued: March 17, 2006

Effective: March 17, 2006

In accordance with an Order issued by the Public Utilities Commission of Ohio, dated January 6, 2003, Case No. 02-3069-TP-ALT.

By Connie Browning, President, Cleveland, Ohio

PART 6 - Central Office Services  
SECTION 9 - Other Central Office Services

5th Revised Sheet No. 34  
Cancels  
4th Revised Sheet No. 34

**3. OPT-E-MAN<sup>®</sup> Service (cont'd)**

**F. PRICES (cont'd)**

**1. Service Elements (cont'd)**

		Monthly Price	
		Grade of Service	
Description	Nonrecurring Charge <sup>/1/</sup>	Bronze	Silver
<b>Committed Information Rate (CIR) (Mbps)</b>			
- per port			
5	\$75.00	\$ 450.00	\$ 650.00
10	75.00	650.00	850.00
20	75.00	900.00	1,100.00
50	75.00	1,025.00	1,225.00
100	75.00	1,200.00	1,400.00
150	75.00	1,375.00	1,775.00 (N)
250	75.00	1,575.00	1,975.00
500	75.00	1,900.00	2,300.00
600	75.00	2,225.00	2,625.00 (N)
1000	75.00	2,575.00	2,975.00

/1/ Nonrecurring charges will be waived for those customers selecting the 24-, 36- or 60-month Term Payment Plan (TPP) period for new service.

Issued: April 30, 2007

Effective: April 30, 2007

In accordance with an Order issued by the Public Utilities Commission of Ohio, dated January 6, 2003, Case No. 02-3069-TP-ALT.

By Connie Browning, President, Cleveland, Ohio

PART 6 - Central Office Services  
SECTION 9 - Other Central Office Services

2nd Revised Sheet No. 35  
Cancels  
1st Revised Sheet No. 35

**3. OPT-E-MAN® Service (cont'd)**

(T)

**F. PRICES (cont'd)**

**1. Service Elements (cont'd)**

Description	Nonrecurring Charge	Monthly Price	
		Grade of Service	
		Bronze	Silver

**Optional Charges**

**Ethernet Virtual  
Connection (EVC) <sup>/1/</sup>**

- per connection	\$0.00	\$0.00	\$0.00
------------------	--------	--------	--------

Description	Non-recurring Charge <sup>/2/</sup>	Monthly Payment				Monthly Extension
		Term Payment Plans				
		12 Months	24 Months	36 Months	60 Months	
Repeater, each	\$250.00	\$400.00	\$375.00	\$325.00	\$300.00	\$475.00

- /1/ Ethernet Virtual Connections (EVCs) are required for provisioning purposes only, and as such will not have a charge associated with them.  
/2/ Nonrecurring charges will be waived for those customers selecting the 24, 36 or 60 month Term Payment Plan (TPP) period for new service.

Issued: March 17, 2006

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By Connie Browning, President, Cleveland, Ohio



PART 6 - Central Office Services  
SECTION 9 - Other Central Office Services

2nd Revised Sheet No. 38  
Cancels  
1st Revised Sheet No. 38

**3. OPT-E-MAN® Service (cont'd)**

(T)

<b>F. PRICES (cont'd)</b>
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**3. Termination Charges**

Termination Charges will apply to service terminated prior to the contracted period. In addition to any unpaid Special Construction or nonrecurring charges (excluding any waived charges), Termination Charges will be equal to:

- 50 percent (50%) of all recurring charges for the remaining months of the customer's term

Commission approval of the above termination charge language is not intended to indicate that the Commission has sanctioned any particular legal result should a dispute arise between the parties. In the event of dispute, signators to such contracts may pursue whatever legal remedies they deem appropriate to resolve the dispute.

(N)

(N)

Customers may upgrade their CIR to a higher speed without incurring Termination Charges. In addition, customers may upgrade their Grade of Service (i.e. Bronze to Silver) without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR.

(N)

(N)

Customers may move their existing service to a new location without incurring Termination Charges provided all of the following conditions are met:

- The customer maintains the existing TPP at the new location or establishes a new TPP equal to or greater than the old location;
- During the TPP, a customer may move an OPT-E-MAN Service location to another premises in the same LATA and keep the TPP in force without assessment of Termination Charges, provided no lapse in billing occurs;
- The customer's request for disconnect at the existing location and the request for service at the new location are received at the same time, and the customer's disconnect order for the existing service references the new connect order for the new service;
- Moves of one location to a premise in a different serving office may result in a change in the monthly charges. Nonrecurring charges as appropriate are applicable.
- If the customer moves more than one location of the service concurrently, the customer will be liable for Termination Charges, as this is considered a complete disconnect of the service.

Issued: March 17, 2006

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By Connie Browning, President, Cleveland, Ohio

## **EXHIBIT B**

### 3. OPT-E-MAN<sup>®</sup> Service

#### A. Description

OPT-E-MAN Service is an optically switched data service which allows for versatile scalability and flexibility over an Ethernet network provided by the Company. OPT-E-MAN Service allows businesses to interconnect customer locations within a Metropolitan Area Network (MAN) as if they were segments on the same LAN using packet-based switching technologies. Connections at the customer premises are made using Native Ethernet interfaces and traverse the MAN over fiber and/or copper facilities (at the Company's discretion). OPT-E-MAN Service provides dedicated bandwidth from 2 Mbps up to 1 Gbps. (N)  
(C)

Customers connect to OPT-E-MAN Service via one of the following standard connections, as requested by the customer:

- 10/100BaseT (100 Mbps) (T)
- Gigabit Ethernet (1000BaseSX, 1000BaseLX/LH or 1000 BaseZX)<sup>/1/</sup> (T)

Customers may connect any two or more locations together when utilizing a point-to-point or point-to-multipoint configuration, and a minimum of three or more locations when utilizing a multipoint-to-multipoint configuration<sup>/2/</sup>, as long as they are in the same LATA or MAN and the service is available.

OPT-E-MAN Service includes the connection from the customer's premise to the Ethernet network, a port on the Ethernet network, a Committed Information Rate (CIR), and Ethernet Virtual Connections (EVCs). Ethernet Virtual Connections (EVCs) are logical connections that establish a logical path for customer traffic between two customer locations. A portion of the CIR is assigned to each EVC to establish how much bandwidth each path should have.

/1/ CIR is inclusive of allowances for overhead within the Ethernet network. If a customer orders 1 Gbps of CIR on a single port, the Company reserves the right to use up to 10% of the bandwidth for traffic management.

/2/ This provisioning requirement will only apply to new service installed after November 29, 2006.  
® OPT-E-MAN is a registered trademark of AT&T Intellectual Property. (T)

**3. OPT-E-MAN<sup>®</sup> Service (cont'd)**

**A. Description (cont'd)**

Service configurations include a choice of one of three underlying Grades of Service: Best Effort, (T) (N)  
Bronze and Silver. Each Grade of Service offers a different level of service performance. The  
following describes the service parameters for each Grade of Service.

Best Effort	This Grade of Service supports non-critical data applications with more tolerance for delay and/or those that are lower in priority (i.e. LAN traffic). There are no service performance parameters associated with this Grade of Service.	(N)   (N)
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Bronze	The applications best suited for this Grade of Service are general data applications with more tolerance for delay and/or those that are lower in priority. This Grade of Service is the appropriate selection for general data traffic since it tolerates bursty and time-varying traffic. The service parameters associated with this Grade of Service are Packet Delivery Rate (PDR) and Latency.
--------	--

Packet Delivery Rate is at least 99.5% of total traffic from source Network Terminating Equipment (NTE) to the destination NTE to which the customer port is attached.

Latency is limited to a delay across a connection of no more than 27 ms (54 ms roundtrip) one-way end-to-end within the Company's network for packets 1500 bytes or less.

Silver	This Grade of Service supports applications that require minimal loss and low latency variation (jitter). Data in this Grade of Service will be provisioned in a priority queue indicating that it is delay sensitive. The service parameters associated with this Grade of Service are Packet Delivery Rate (PDR), Latency and Jitter.
--------	---

Packet Delivery Rate is at least 99.9% of total traffic from source Network Terminating Equipment (NTE) to the destination NTE to which the customer port is attached.

Latency is limited to a delay across a connection of no more than 18 ms (36 ms roundtrip) one-way end-to-end within the Company's network for packets 1500 bytes or less.

Jitter is limited to less than 12 ms one-way end-to-end within the Company's network.

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By Connie Browning, President, Cleveland, Ohio

TFA No. OH-07-17062

**3. OPT-E-MAN<sup>®</sup> Service (cont'd)**

**C. Terms and Conditions**

In addition to regulations set forth elsewhere in this Tariff, the following regulations apply to OPT-E-MAN Service:

1. OPT-E-MAN Service is provided at the option of the Company where equipment and facilities permit. If appropriate facilities are not available, Special Construction charges may apply. OPT-E-MAN Service is available in Company Central Offices as specified in National Exchange Carrier Association, Inc., Tariff F.C.C. No. 4 (NECA Tariff F.C.C. No. 4).
2. The customer provided equipment (CPE) must deliver the data signal for the OPT-E-MAN transport within the industry specification for the subscribed data service. See Paragraph E. – *Technical References*.
3. OPT-E-MAN Service supports full duplex communication.
4. OPT-E-MAN Service does not allow for oversubscription. The sum total of the Usage assigned to EVCs are mapped to a single port, and cannot exceed the ordered CIR.
5. If a customer connects to the OPT-E-MAN network using a bridge or switch for Layer 2 connectivity, only 50 MAC addresses can be used per Layer 2 device, per port. Any additional addresses will be assessed an additional charge, with a limit of 100 MAC addresses total per port. See *Prices* following.
6. If a customer desires service from a Serving Wire Center that is not equipped to provide OPT-E-MAN Service, additional charges may apply for use of a Repeater. A network engineering study will need to be completed to ensure adequate service provisioning is capable. See *Prices* following.
7. For Basic Service, a total of 8 Ethernet Virtual Connections (EVCs) may be configured per 10/100BaseT connection, and a total of 64 EVCs may be configured per 1 Gbps connection. (T)  
For Basic Plus Service, a total of 7 EVCs may be configured per 10/100BaseT connection, (T)  
and a total of 63 EVCs may be configured per 1 Gbps connection. Should the customer request more than 64 EVCs on a Basic Service 1 Gbps connection, or more than 63 EVCs on a Basic Plus Service 1 Gbps connection, a technical review will need to be conducted to determine whether the network will support more EVCs.

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By Connie Browning, President, Cleveland, Ohio

TFA No. OH-07-17062

**3. OPT-E-MAN<sup>®</sup> Service (cont'd)**

**C. Terms and Conditions (cont'd)**

13. Service Level Agreements (SLAs) are offered with this service for the Bronze and Silver Grades of Service, and provide customers with end-to-end performance backed by service credits if minimum quality standards are not met by the Company. (C) (C)

Network Availability

- Network Availability of 99.95% per month, including the local loop, is provided by the Company. This equates to less than 21.6 minutes of downtime per month (based on a 30-day month), excluding maintenance windows and other appropriate exclusions (see *Exclusions* following). Network Availability is calculated as the percentage of time that the OPT-E-MAN network is capable of accepting and delivering customer data to the total time in the measurement period. The calculation for Network Availability for a given calendar month is as follows:

Network Availability =

[24 hours x days in month x 60 minutes x number of customer sites] – network  
outage time (measured in minutes)

-----  
[24 hours x days in month x 60 minutes x number of customer sites]

- As noted in the above formula, all ports included in a customer's network are utilized in calculating Network Availability.
- The customer is responsible for (1) notifying the Company within 45 days after the end of the month when the service parameter within the calendar month falls below the committed level, and (2) requesting a service credit.
- Upon verification by the Company that the actual service performance for that parameter was less than the committed level, the customer will be provided a service credit equal to 10% of the monthly recurring charge for that service parameter for all affected ports.

**3. OPT-E-MAN<sup>®</sup> Service (cont'd)**

**C. Terms and Conditions (cont'd)**

14. Grade of Service SLAs are provided for OPT-E-MAN Service for the Bronze and Silver Grades of Service. If the Company fails to meet service parameters defined for the Bronze or Silver Grades of Service, a service credit will be offered to the customer given certain conditions are met: (C)
- The customer is responsible for (1) notifying the Company within 45 days after the end of the month when the service parameter falls below (or above) the committed level, and (2) requesting a service credit. (C)
  - Upon notification by the customer that the actual service performance for that parameter was less than the committed level, the Company has 30 days to correct the problem.
  - If after 30 days, the service performance for that parameter is still less than the committed level, the customer will be provided a service credit equal to 25% of the monthly recurring charge for that service parameter for all affected ports for the month in which the service parameters fall below (or above) the committed level.
  - Packet Delivery Rate, Latency and Jitter calculations will be measured only when the OPT-E-MAN network is available.

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TFA No. OH-07-17062

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**3. OPT-E-MAN<sup>®</sup> Service (cont'd)**

**C. Terms and Conditions (cont'd)**

15. Exclusions (Service Level Agreements and Grade of Service credits)

The Company will be excluded from providing Service Level Agreements credits and Grade of Service credits for the Bronze and Silver Grades of Service should any of the following (C) conditions occur:

- Force major events such as, but not limited to, an earthquake, hurricane, flood, fire, storms, tornadoes, explosion, lightning, power surges or failure, fiber cuts, strikes or labor disputes. Loss or damage resulting from any cause beyond the Company's reasonable control such as acts of war, civil disturbances, acts of civil or military authorities or public enemy.
  - All SLAs are offered across the Company's network. The failure of any components beyond the local facility, including the Network Interface (NI), are excluded from the SLA calculation. (T) (T)
  - Data loss during the Company's scheduled maintenance window.
  - Data exceeding subscribed Usage.
  - Failures attributed to facilities or equipment provided by customer or its contractors, equipment vendors, another local exchange carrier or inter-exchange carrier.
  - Any type of Customer Network Management functionality is not included in SLAs.
16. For Basic Plus multipoint-to-multipoint service, the Company will use controls to limit the amount of multicast and broadcast traffic to protect the OPT-E-MAN network against traffic storms. The maximum throughput of multicast traffic will be set at 1 Mbps per customer port, while the maximum throughput of broadcast traffic will be set at 200 packets per second per port. Packets dropped by traffic controls will be excluded from SLA calculations. The Company recommends that customers enable controls for multicast, broadcast and unknown unicast traffic within the customer network(s).



**3. OPT-E-MAN<sup>®</sup> Service (cont'd)**

**C. Terms and Conditions (cont'd)**

20. Customers will be permitted to move from a 10/100BaseT to a Gigabit Ethernet interface option where facilities and equipment permit (staying within the Basic or Basic Plus Connection or moving from the Basic to the Basic Plus Connection), however, the Nonrecurring Charge associated with the new Gigabit Ethernet Connection will apply. However, should a customer simply wish to move from Basic to Basic Plus (without any change to the interface option; for example, retaining the 10/100BaseT interface), only the Service Order Change Charge will apply. See *Prices* following. (T)
21. The aggregate assigned Committed Information Rate (CIR) across all Ethernet Virtual Connections (EVCs) between any two customer connections cannot exceed 600 Mbps per Basic or Basic Plus connection.<sup>/1/</sup> (T)

/1/ This provisioning requirement will only apply to new service installed after November 29, 2006.

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By Connie Browning, President, Cleveland, Ohio

TFA No. OH-07-17062

### 3. OPT-E-MAN<sup>®</sup> Service (cont'd)

#### D. Features

##### 1. Standard Features

###### Committed Information Rate (CIR)

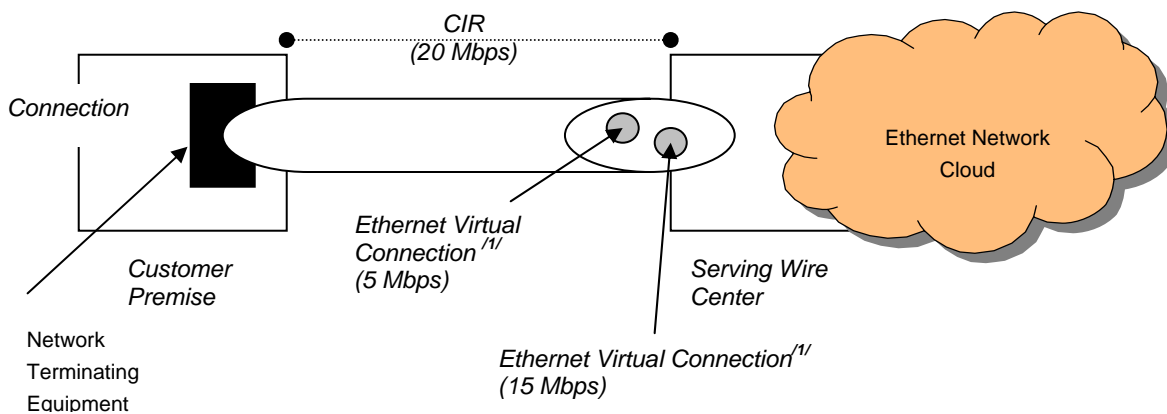
CIR provides a committed level of transmission (or bandwidth) to the Connection. The customer can select a CIR from 2 Mbps to 1 Gbps per connection. The CIR is shared among one or more (C) Ethernet Virtual Connections (EVCs), which provide a logical point-to-point connection between two customer locations.

###### Connection

Provides for the physical connection between the customer's premise and the serving wire center. This is comprised of a transport component, interface component and a port connection component. Several interface protocols are available: 10/100BaseT and Gigabit Ethernet (1000BaseSX, 1000BaseLX/LH or 1000BaseZX).

(T)  
(T)

The following diagram describes a standard service configuration:



/1/ Ethernet Virtual Connections are used to establish a path for certain traffic between two customer locations, and do not have a charge associated with them. Each EVC must have a portion of the Committed Information Rate (CIR) service element assigned to it.

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**3. OPT-E-MAN<sup>®</sup> Service (cont'd)**

**D. Features (cont'd)**

**2. Optional Features**

Ethernet Virtual Connections (EVC)

An Ethernet Virtual Connection is a logical point-to-point connection between two customer locations, and goes from the customer demarcation point at one location through the OPT-E-MAN network to terminate at the demarcation point at the second customer location. When multiple EVCs are provisioned, the customer must designate the portion of the CIR assigned to each EVC. For point-to-point and point-to-multipoint connections, EVCs can be set in 1 Mbps increments from 2 Mbps to 600 Mbps<sup>1/1</sup>. For multipoint-to-multipoint connections, EVCs can be set in 1 Mbps increments for 2 Mbps to 1 Gbps.

(C)  
(C)

If a customer purchases the Silver Grade of Service for CIR, the initial EVC will be prioritized as Silver. Additional EVCs can be prioritized as Silver, Bronze or Best Effort.

(C)

If a customer purchases the Bronze Grade of Service for CIR, additional EVCs cannot be prioritized as Silver, but only as Bronze or Best Effort.

(T)

If a customer purchases the Best Effort Grade of Service for CIR, additional EVCs can only be prioritized as Best Effort.

(N)  
(N)

Repeater

For those customers who are located outside normal transmission parameters, or who are served by a Serving Wire Center that is not equipped for OPT-E-MAN Service, service can be provided using a repeater. An engineering study will be completed to ensure transmission parameters can be met using a repeater, and the Company will determine when Repeaters are necessary. Additional charges will apply. Provisioning of OPT-E-MAN Service is subject to the availability and operational limitations of the equipment and associated facilities.

Additional MAC Addresses

If a customer connects to the OPT-E-MAN network using a bridge or switch for Layer 2 connectivity, only 50 MAC addresses can be used per Layer 2 device, per port. Any additional addresses will be assessed an additional charge, with a limit of 100 MAC addresses total per port.

/1/ This provisioning requirement will only apply to new service installed after November 29, 2006.

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TFA No. OH-07-17062

**3. OPT-E-MAN® Service (cont'd)**

**F. Prices**

1. Service Elements

Description	Non-recurring Charge <sup>/1/</sup>	Monthly Payment				Monthly Extension
		Term Payment Plans				
		12 Months	24 Months	36 Months	60 Months	
<b>Connection, each customer location</b>						
<u>Basic Service</u>						
10/100BaseT	\$1,925.00	\$ 780.00	\$ 750.00	\$ 650.00	\$575.00	\$ 925.00 (T)
Gigabit Ethernet	2,100.00	1,200.00	1,150.00	1,000.00	850.00	1,400.00
<u>Basic Plus Service</u>						
10/100BaseT	1,925.00	780.00	750.00	650.00	575.00	925.00 (T)
Gigabit Ethernet	2,100.00	1,200.00	1,150.00	1,000.00	850.00	1,400.00

/1/ Nonrecurring charges will be waived for those customers selecting the 24-, 36- or 60-month Term Payment Plan (TPP) period for new service.

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TFA No. OH-07-17062

**3. OPT-E-MAN® Service (cont'd)**

**F. Prices (cont'd)**

1. Service Elements (cont'd)

		Monthly Price			
		Grade of Service			
Description	Nonrecurring Charge <sup>/1/</sup>	Best Effort	Bronze	Silver	(N)
<b>Committed Information Rate (CIR) (Mbps)</b>					
- per port					
2	\$75.00	\$255.00	\$ 300.00	\$ 500.00	(N)
4	75.00	295.00	350.00	550.00	(N)
5	75.00	N/A	450.00	650.00	
8	75.00	465.00	550.00	750.00	(N)
10	75.00	N/A	650.00	850.00	
20	75.00	N/A	900.00	1,100.00	
50	75.00	N/A	1,025.00	1,225.00	
100	75.00	N/A	1,200.00	1,400.00	
150	75.00	N/A	1,375.00	1,775.00	
250	75.00	N/A	1,575.00	1,975.00	
500	75.00	N/A	1,900.00	2,300.00	
600	75.00	N/A	2,225.00	2,625.00	
1000	75.00	N/A	2,575.00	2,975.00	(N)

/1/ Nonrecurring charges will be waived for those customers selecting the 24-, 36- or 60-month Term Payment Plan (TPP) period for new service.

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PART 6 - Central Office Services  
SECTION 9 - Other Central Office Services

3rd Revised Sheet 35  
Cancels 2nd Revised Sheet 35

**3. OPT-E-MAN<sup>®</sup> Service (cont'd)**

**F. Prices (cont'd)**

1. Service Elements (cont'd)

		Monthly Price				
		Grade of Service				
Description	Nonrecurring Charge	Best Effort	Bronze	Silver	(N)	
<u>Optional Charges</u>						
Ethernet Virtual Connection (EVC) <sup>/1/</sup>						
- per connection	\$0.00	\$0.00	\$0.00	\$0.00	(N)	
		Monthly Payment				
		Term Payment Plans				
Description	Nonrecurring Charge <sup>/2/</sup>	12 Months	24 Months	36 Months	60 Months	Monthly Extension
Repeater, each	\$250.00	\$400.00	\$375.00	\$325.00	\$300.00	\$475.00

/1/ Ethernet Virtual Connections (EVCs) are required for provisioning purposes only, and as such will not have a charge associated with them.

/2/ Nonrecurring charges will be waived for those customers selecting the 24-, 36- or 60-month Term Payment Plan (TPP) period for new service.

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**3. OPT-E-MAN<sup>®</sup> Service (cont'd)**

**F. Prices (cont'd)**

**3. Termination Charges**

Termination Charges will apply to service terminated prior to the contracted period. In addition to any unpaid Special Construction or nonrecurring charges (excluding any waived charges), Termination Charges will be equal to:

- 50 percent (50%) of all recurring charges for the remaining months of the customer's term

Commission approval of the above termination charge language is not intended to indicate that the Commission has sanctioned any particular legal result should a dispute arise between the parties. In the event of dispute, signatories to such contracts may pursue whatever legal remedies they deem appropriate to resolve the dispute.

Customers may upgrade their CIR to a higher speed without incurring Termination Charges, depending on facilities used. The Company will determine whether such an upgrade is permissible based on the type of facilities currently used to provide the service. In addition, customers may upgrade their Grade of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR. (N) | (N) (D)

Customers may move their existing service to a new location without incurring Termination Charges provided all of the following conditions are met:

- The customer maintains the existing TPP at the new location or establishes a new TPP equal to or greater than the old location;
- During the TPP, a customer may move an OPT-E-MAN Service location to another premises in the same LATA and keep the TPP in force without assessment of Termination Charges, provided no lapse in billing occurs;
- The customer's request for disconnect at the existing location and the request for service at the new location are received at the same time, and the customer's disconnect order for the existing service references the new connect order for the new service;
- Moves of one location to a premise in a different serving office may result in a change in the monthly charges. Nonrecurring charges as appropriate are applicable.
- If the customer moves more than one location of the service concurrently, the customer will be liable for Termination Charges, as this is considered a complete disconnect of the service.

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## **Exhibit C**

AT&T Ohio hereby revises Part 6 Section 9, of its AT&T Ohio Tariff P.U.C.O. No. 20, to introduce provisioning of OPT-E-MAN Service over copper facilities, where possible, in addition to fiber facilities, as currently provisioned. It also introduces a new, minimal Grade of Service, called “Best Effort,” which includes no service performance guarantees. Given the introduction of “Best Effort,” there is also clarifying language added to describe the service performance differences between the various Grades of Service, the newly introduced “Best Effort,” as well as the currently existing “Bronze” and “Silver.” Finally, this filing also introduces three additional bandwidth options, 2, 4 and 8 Mbps, which will be available with all three Grades of Service. The changes made by this filing only impact OPT-E-MAN service provisioning on a going forward basis – the service of existing OPT-E-MAN subscribers is not impacted, thus customer notification is not required.



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**Case No(s). 90-5032-TP-TRF**

Summary: Tariff to make some modifications to the OPT-E-MAN Service offering electronically filed by Maryann Mackey on behalf of AT&T Ohio