The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS (Effective: 01/18/2008)

In the Matter of the Application of AT&T Ohio for the Review of an Agreement Pursuant to Ohio Revised Code § 4905.48 and Ohio Administrative Code § 4901:1-6-14(B)(1)(c).)))	TRF Docket No. 90- Case No. 08 - 1065 NOTE: Unless you have leave the "Case No" fiel	-TP- ATR e reserved a Case # or are f	iling a Contract,
Name of Registrant(s) The Ohio Bell Telephor DBA(s) of Registrant(s) AT&T Ohio Address of Registrant(s) 150 E. Gay St., Room		43215		
Company Web Address www.att.com Regulatory Contact Person(s) Jon F. Kelly		Phone 614-2	23-7928 Fax 614-2	223-5955
Regulatory Contact Person's Email Address jk	2916@att.com	Thone of 12	25 7720 Tux 0112	223 3733
Contact Person for Annual Report Michael R.			Phone 21	6-822-8307
Address (if different from above) 45 Erieview	veland, Ohio 44114	DI 01	< 000 000 F	
Consumer Contact Information Kathy Gentile- Address (if different from above) 45 Erieview		veland Ohio 44114	Phone 21	6-822-2395
Motion for protective order included with filin		verand, Onio 44114		
Motion for waiver(s) filed affecting this case?		Waivers may toll any	automatic timeframe.]	
Section I – Pursuant to Chapter 4901:11 submitting this form by checking the both NOTES: (1) For requirements for various application application form noted. (2) Information regarding the number of copies requirements information system section, by of the Commission.	oxes below. CMRS properties, see the identified section wired by the Commission relationship.	roviders: Please see of on of Ohio Administration and be obtained from the	the bottom of Section ve Code Section 4901 and Commission's web site at	n II. /or the supplemental www.puco.ohio.gov
Carrier Type Other (explain below) Tier 1 Regulatory Treatment	☐ ILEC	☐ CLEC	☐ CTS	AOS/IOS
Change Rates within approved Range	TRF <u>1-6-04(B)</u>	TRF <u>1-6-04(B)</u>		
New Service, expanded local calling	(0 day Notice) ZTA 1-6-04(B)	(0 day Notice) ZTA <u>1-6-04(B)</u>		
area, correction of textual error	(0 day Notice)	(0 day Notice)		
Change Terms and Conditions,	ATA <u>1-6-04(B)</u> (Auto 30 days)	ATA <u>1-6-04(B)</u> (Auto 30 days)		
Introduce non-recurring service charges Introduce or Increase Late Payment or	ATA <u>1-6-04(B)</u>	☐ ATA <u>1-6-04(B)</u>		
Returned Check Charge	(Auto 30 days)	(Auto 30 days)		
Business Contract	CTR <u>1-6-17</u> (0 day Notice)	CTR <u>1-6-17</u> (0 day Notice)		
Withdrawal	ATW <u>1-6-12(A)</u>	ATW <u>1-6-12(A)</u>		
	(Non-Auto)	(Auto 30 days) SLF <u>1-6-04(B)</u>		
Raise the Ceiling of a Rate	Not Applicable	(Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring	TRF <u>1-6-05(E)</u> (0 day Notice)	TRF <u>1-6-05(E)</u> (0 day Notice)		
service charges Residential - Introduce New Tariffed Tier	TRF <u>1-6-05(C)</u>	TRF <u>1-6-05(C)</u>	TRF 1-6-05(C)	
2 Service(s)	(0 day Notice)	(0 day Notice)	(0 day Notice)	
Residential - Change Rates, Terms and	TRF <u>1-6-05(E)</u>	TRF <u>1-6-05(E)</u>	TRF <u>1-6-05(E)</u>	
Conditions, Promotions, or Withdrawal	(0 day Notice) CTR <u>1-6-17</u>	(0 day Notice) CTR <u>1-6-17</u>	(0 day Notice) CTR <u>1-6-17</u>	
Residential - Tier 2 Service Contracts	(0 day Notice)	(0 day Notice)	(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	

Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		ACE <u>1-6-10</u> (Auto 30 days)	ACE <u>1-6-10</u> (Auto 30 days)	ACE <u>1-6-10</u> (Auto 30 days)
Add Exchanges to Certificate	ATA <u>1-6-09(C)</u> (Auto 30 days)	AAC <u>1-6-10(F)</u> (0 day Notice)	CLECs must attach a c Exchange Listing Form	
Abandon all Services - With Customers	ABN <u>1-6-11(A)</u> (Non-Auto)	ABN <u>1-6-11(A)</u> (Auto 90 day)	ABN <u>1-6-11(B)</u> (Auto 14 day)	ABN <u>1-6-11(B)</u> (Auto 14 day)
Abandon all Services - Without Customers		ABN <u>1-6-11(A)</u> (Auto 30 days)	ABN <u>1-6-11(B)</u> (Auto 14 day)	ABN <u>1-6-11(B)</u> (Auto 14 day)
Change of Official Name (See below)	ACN <u>1-6-14(B)</u> (Auto 30 days)	ACN <u>1-6-14(B)</u> (Auto 30 days)	CIO <u>1-6-14(A)</u> (0 day Notice)	CIO <u>1-6-14(A)</u> (0 day Notice)
Change in Ownership (See below)	ACO <u>1-6-14(B)</u> (Auto 30 days)	ACO <u>1-6-14(B)</u> (Auto 30 days)	CIO <u>1-6-14(A)</u> (0 day Notice)	CIO <u>1-6-14(A)</u> (0 day Notice) (
Merger (See below)	AMT <u>1-6-14(B)</u> (Auto 30 days)	AMT <u>1-6-14(B)</u> (Auto 30 days)	CIO <u>1-6-14(A)</u> (0 day Notice)	CIO <u>1-6-14(A)</u> (0 day Notice)
Transfer a Certificate (See below)	ATC <u>1-6-14(B)</u> (Auto 30 days)	ATC <u>1-6-14(B)</u> (Auto 30 days)	CIO <u>1-6-14(A)</u> (0 day Notice)	CIO <u>1-6-14(A)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	■ ATR <u>1-6-14(B)</u> (Auto 30 days)	ATR <u>1-6-14(B)</u> (Auto 30 days)	CIO <u>1-6-14(A)</u> (0 day Notice)	CIO <u>1-6-14(A)</u> (0 day Notice)
Procedural				
Designation of Process Agent(s)	TRF (0 day Notice)	TRF (0 day Notice)	TRF (0 day Notice)	TRF (0 day Notice)
Section II _ Carrier to Carrier (Pursuant to 4901:1.7) CMRS and Other				

Section II – Carrier to Carrier (Pursuant to <u>4901:1-7</u>), CMRS and Other

□ RCC □ NAG			
[Interconnection Agreement or Amendment]			
(Auto 90 days)			
Other* (explain)			
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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:
Α	The tariff pages subject to the proposed change(s) as they exist before the change(s)
В	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in
	the right margin.
С	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).

^{*}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.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, (Name)	, and am authoriz	zed to make this statement on its behalf
I attest that these tariffs comply with all applicable rules, including the 4901:1-5 OAC for the state of Ohio. I understand that tariff notification rules, including the Minimum Telephone Service Standards, as modified an our tariff. We will fully comply with the rules of the state of Ohio and ut the suspension of our certificate to operate within the state of Ohio.	filings do not imply Commission declarified from time to time, su	on approval and that the Commission' appersede any contradictory provisions in
I declare under penalty of perjury that the foregoing is true and correct.		
Executed on (Date) at (Location)		
*(Signature	and Title)	(Date)
• This affidavit is required for every tariff-affecting filing. It may be signed applicant.	l by counsel or an officer of the app	olicant, or an authorized agent of the
VERIFICA	<u>ATION</u>	
I, Jon F. Kelly, verify that I have utilized the Telecommunications Application Form for Routine Property, and all additional information submitted in connection with this case, is true and		
*(Signature and Title) /s/ Jon F. Kelly	- General Attorney	(Date) September 8, 2008
*Verification is required for every filing. It may be signed by counsel or an officer of	the applicant, or an authorized age	ent of the applicant.
Send your completed Application Form, including all required	l attachments as well as the	required number of copies, to:
Public Utilities Con	ımission of Ohio	

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

Or

 ${\it Make such filing electronically as directed in Case No~06-900-AU-WVR}$

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

In The Matter Of The Application For Approval Of	(1)	
An Agreement Between AT&T Ohio and)	
Cincinnati Bell Telephone Company)	Case No. 08-1065-TP-ATR
Pursuant To Ohio Revised Code § 4905.48 and)	
Ohio Administrative Code § 4901:1-6-14(B)(1)(c))	

APPLICATION FOR APPROVAL OF AN AGREEMENT

AT&T Ohio¹ hereby files the attached agreement dated September 4, 2008 ("the Agreement") between itself and Cincinnati Bell Telephone Company for review and approval by the Commission pursuant to Ohio Revised Code § 4905.48 and Ohio Administrative Code § 4901:1-6-14(B)(1)(c). The Agreement provides for the provisioning of TCview service. The Agreement serves the public interest, convenience, and necessity. AT&T Ohio requests that the Commission approve the agreement on a 30-day automatic basis as provided for in Ohio Admin. Code § 4901:1-6-14(B)(2).

Respectfully submitted,

AT&T Ohio

By: /s/ Jon F. Kelly
Jon F. Kelly
AT&T Services, Inc.
150 E. Gay St., Rm. 4-C
Columbus, OH 43215

(614) 223-7928

Its Attorney

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¹ The Ohio Bell Telephone Company uses the name AT&T Ohio.

TCView Services Agreement

This TCView Services Agreement ("Agreement") is entered into on September 4, 2008 ("Effective Date") between AT&T Operations, Inc., a Delaware corporation, with offices at 175 E. Houston Street, San Antonio, Texas 78205, as authorized agent for Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, The Ohio Bell Telephone Company d/b/a AT&T Ohio and/or Wisconsin Bell, Inc. d/b/a AT&T Wisconsin (collectively: "AT&T MIDWEST REGION 5-STATE") and Cincinnati Bell Telephone Company, with offices at 221 E. 4th Street, ML: 103-760, Cincinnati OH, 45202 ("Customer").

WHEREAS, <u>AT&T MIDWEST REGION 5-STATE</u> agrees to furnish and Customer agrees to subscribe to the TCView Service ("TCView" or "Service") described below. The terms and conditions herein shall be referred to as the "Agreement", unless the context requires otherwise.

1. SERVICES DESCRIPTION

TCView is a product which allows view only access to the 9-1-1 Automatic Location Identification (ALI) database for telecommunications Carriers (TCs). By using TCView, a TC can conduct its own quality checks and error trouble shooting. Master Street Address Guide (MSAG) queries by state and Telephone Number (TN) queries by TC are allowed. Access to TN ALI records are restricted and secured by TC user ID and password. The TN records to which a TC has access is limited by Company ID.

Upon completing the User Profile, a User ID and password will be provided.

2. FEES, PAYMENT AND TAXES

AT&T MIDWEST REGION 5-STATE shall make the Service available to Customer at no charge. Customer agrees that, unless it is tax-exempt, it shall pay or be otherwise responsible for all taxes which arise under this Agreement, except for any taxes based on **AT&T MIDWEST REGION 5-STATE**'s income.

3. TERM

This Agreement shall be effective as of the date set forth above and, except as otherwise provided in this Agreement, shall continue in full force and effect for a period of one (1) year from the date of delivery of the services (the "Initial Term"). After the Initial Term, this Agreement shall automatically renew for consecutive one year terms until terminated by either Party by providing at least thirty (30) days' written notice to the other Party prior to the commencement of any one year renewal term. Notwithstanding the above, either Party may terminate this Agreement at any time for its sole convenience by providing the other Party at least thirty (30) days prior written notice.

4. USE

Customer will use TCView in accordance with applicable law, including data privacy laws, communication regulations, tariffs and standard conditions of use established by <u>AT&T MIDWEST REGION 5-STATE</u>. Customer shall not use the information contained in TCView for providing a non-telecommunications service. Upon thirty (30) days prior written notice, <u>AT&T MIDWEST REGION 5-STATE</u> may impose additional terms and conditions relating to the use of the Service. Customer will be deemed to have accepted these additional terms and conditions unless Customer terminates the Agreement within thirty (30) days by providing written notice.

5. LICENSE

AT&T MIDWEST REGION 5-STATE grants to Customer for the term of this Agreement, a non-exclusive and non-transferable license to use the telephone number data, routing information or other data provided by TCView for Customer's internal purposes only. Customer may not copy and/or distribute the licensed data to any Third Party. Customer shall not use the telephone number data, routing information or other data provided by TCView in a manner which is not expressly permitted by the terms of this Agreement or which would violate the laws or regulations of any country. Customer will not resell TCView or information obtained through TCView.

6. CUSTOMER EQUIPMENT REQUIREMENTS

To assist in the maximum efficiency of TCView, Customer must provide the following:

A stand-alone PC is not required for this application. TCView will operate on an existing machine with other applications provided the operating requirements listed following are met. However, the PC used for this application must access TCView through the internet using a SecurID.

- An IBM compatible 486/66 or higher computer processor with
- 16 Megabytes of RAM
- 16 Megabytes of free hard disk space
- Super VGA (800x600 pixel, 16 color display drive) or better monitor
- Windows 95 or later version
- Mouse

7. CONFIDENTIALITY

Customer acknowledges and agrees that the Service provided hereunder, and the data provided by AT&T MIDWEST REGION 5-STATE hereunder, constitute valuable trade secrets and contain proprietary and confidential information; title thereto, and in all appurtenant patents, copyrights and other intellectual property rights, remains in AT&T MIDWEST REGION 5-STATE. No title or interest in the data, or any part thereof, is hereby transferred to Customer except for the license as expressly provided herein. In the course of performing this Agreement, AT&T MIDWEST REGION 5-STATE and Customer may disclose to each other information concerning their respective businesses, plans, customers, inventions, confidential know-how, copyrights and trade secrets, as may be necessary to further the purposes of this Agreement. All such information disclosed hereunder shall remain the sole property of the Party disclosing them and the receiving Party shall have no interest in or rights with respect thereto except as expressly set forth in this Agreement. Among other things, the data and this Agreement are regarded as confidential information by AT&T MIDWEST REGION 5-STATE. AT&T MIDWEST **REGION 5-STATE** and Customer each agree to take all commercially reasonable precautions to prevent any unauthorized disclosure of such confidential information. The foregoing restrictions on disclosure shall survive the termination or expiration of this Agreement but shall not apply to any information which: (a) is in the public domain as of the date of receipt by the receiving Party; (b) hereafter becomes known to the public through no fault of the receiving Party; (c) is in the possession of the receiving Party at the time of disclosure; (d) is independently developed by the receiving Party's employees having no access to such confidential information; (e) is subsequently obtained by the receiving Party from an independent, Third Party source having no obligation of confidentiality directly or indirectly to the disclosing Party; or (f) the disclosure of which is required by law.

8. WARRANTY

AT&T MIDWEST REGION 5-STATE warrants that it will comply with all applicable federal, state or local laws, rules and regulations or ordinances in its performance under this Agreement. AT&T MIDWEST REGION 5-STATE does not warrant that the goods or services provided hereunder will meet Customer's requirements. EXCEPT AS SET FORTH IN THIS PARAGRAPH 8, AT&T MIDWEST REGION 5-STATE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATIONS OF LIABILITY

AS A MATERIAL CONDITION OF PROVIDING TCVIEW AS SET FORTH HEREIN AND IN REGARD TO ANY AND ALL CAUSES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE, BREACH OF CONTRACT OR WARRANTY, FAILURE OF A REMEDY TO ACCOMPLISH ITS ESSENTIAL PURPOSE OR OTHERWISE, CUSTOMER AGREES (a) THE LIABILITY OF AT&T MIDWEST REGION 5-STATE WILL NOT EXCEED THE GREATER OF \$100 OR THE TOTAL AMOUNTS PAID BY CUSTOMER TO AT&T MIDWEST REGION 5-STATE HEREUNDER FOR THE TCVIEW SERVICE; AND (b) AT&T MIDWEST REGION 5-STATE, INCLUDING ITS AFFILIATES, SUBSIDIARIES, PARENT CORPORATION, SUPPLIERS, OR THE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS OF EACH,

WILL NOT BE LIABLE TO OR THROUGH CUSTOMER FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (EVEN IF <u>AT&T MIDWEST REGION 5-STATE</u> HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR SAVINGS, LOSS OF USE OF SERVICES, COST OF CAPITAL, COST OF SUBSTITUTE SERVICES OR FACILITIES, DOWNTIME COSTS, OR DAMAGES, AND EXPENSES ARISING OUT OF THIRD PARTY CLAIMS.

10. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio.

11. NOTICES

Notices to either Party shall be in writing to the address indicated below or at such other address as either Party may later designate for itself in writing. Notices shall be deemed to be effective when received, or 24 hours following the date of postmark, if sent by prepaid certified mail, return receipt requested.

NOTICE CONTACT	ILEC CONTACT	AT&T-13STATE CONTACT
NAME/TITLE	Keith G. Bronston, II	Contract Administration
	Contract Specialists	ATTN: Notices Manager
STREET ADDRESS	221 E. 4th Street	311 S. Akard, 9th Floor
	ML: 103-760	Four AT&T Plaza
CITY/STATE/ZIP CODE	Cincinnati, OH 45202	Dallas, TX 75202
FACSIMILE NUMBER	513-562-9105	214-464-2006

12. SEVERABILITY

Should any provision of this Agreement be found invalid, ineffective or unenforceable under present or future laws, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

13. WAIVER OF BREACH AND REMEDIES

No waiver of breach of any provision of this Agreement shall constitute a waiver of any other breach, of such provision. Failure of either Party to enforce at any time any provision of this Agreement shall not be construed as a waiver thereof. The remedies, when specified under this Agreement, are exclusive. Otherwise, remedies shall be cumulative and additional to any other remedies in law or equity.

14. CHANGES

Any amendment, change or modification to this Agreement shall be made in writing and signed by the legally authorized representative(s) of both Parties.

15. FORCE MAJEURE

Neither Party will be liable to the other by reason of any failure in performing this Agreement if the failure arises out of the unavailability of communications facilities or energy sources, acts of God, acts of the other Party, acts of governmental authority, fires, strikes, delays in transportation, riots or war, or any cause beyond the reasonable control of that Party.

16. ASSIGNMENT

Neither Party may assign this Agreement without the prior written consent of the other Party, provided, however, that (i) either Party may assign this Agreement, without consent, to a successor in interest to substantially all of the business of that Party to which the subject matter of this Agreement relates; and (ii) <u>AT&T MIDWEST REGION 5-STATE</u> Subsidiary, which shall be defined as any of the subsidiaries of AT&T Inc. or any company which is greater than fifty percent (50%) owned by AT&T Inc.

TCVIEW SERVICES AGREEMENT/AT&T MIDWEST REGION 5-STATE

PAGE 4 OF

AT&T MIDWEST REGION 5-STATE/CINCINNATI BELL TELEPHONE COMPANY

01007

17. ENTIRE AGREEMENT

Both Parties acknowledge that they have read this Agreement, that it is the complete and exclusive statement of the agreement between the Parties, and that it supersedes all proposal and understandings, oral or written, relating to the subject matter of this Agreement. If Customer issues a purchase order or other similar document it shall be for Customer internal purposes and, therefore, even if it is acknowledged by **AT&T MIDWEST REGION 5-STATE**, the terms and conditions of such purchase order or similar document will have no effect on this Agreement.

TCVIEW SERVICES AGREEMENT/AT&T MIDWEST REGION 5-STATE PAGE 5 OF 5 AT&T MIDWEST REGION 5-STATE/CINCINNATI BELL TELEPHONE COMPANY 101007

Cincinnati Bell Telephone Company	The Ohio Bell Telephone Company d/b/a AT&T Ohio by AT&T Operations, Inc., its authorized agent
Signature: Lot G. B. C.	Signature: Chlores
Printed: KEITH G. BRONSTONT	11
Title: CONTRACT SPECIALIST (Print or Type)	Title: Director – Interconnection Agreements
Date: 9/2/08	Date: 9-4-08

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

9/8/2008 1:54:18 PM

in

Case No(s). 08-1065-TP-ATR

Summary: Application for review of agreement electronically filed by Mrs. Verneda J. Engram on behalf of AT&T Ohio