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PUBLIC UTILITIES COMMISSION OF OHIO

LOCAL EXCHANGE CARRIER

REGISTRATION FORM

EFFECTIVE: July 15, 1997

2002 NOV 15 11:4:52

In the Matter of the Application of END USER CONTRACT

REDACTED VERSION OF VTNS SERVICE

Case No.

02

PUCCO
3620-TP

AEC

Name of Registrant(s) AT&T Communications of Ohio

Address of Registrant(s) 65 East State Street Columbus, OH 43215

Contact Person(s) Cheryl Ware (Phone - 614-469-9081 ; Fax - 614-469-0557)

Date 11-15-02 TRF Docket No. 90 - 9000 -TP-TRF

Motion for protective order included with filing? ☐ Yes, ☒ No

Request for waiver(s) included with filing? ☐ Yes, ☒ No

NOTE: This form must accompany all applications filed by NECs. ILECs should utilize the appropriate form based on each ILEC's currently applicable regulatory framework. However, an ILEC must use this form if it has been granted tariff filing parity pursuant to Section VII. of the guidelines established in Case No. 95-845-TP-COI, or if the ILEC is filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-UNC. It is preferable not to combine different types of filings, but if you do so, you must file under the process with the longest applicable review period.

I. Indicate the reason for submitting this form (check only one):

- ☐ 1. (AAC) Application to Amend Certificate to expand Serving Area (30-day approval, 7 copies)
- ☐ 2. (ABN) Abandonment of all Services (NOT automatic, 10 copies)
- ☐ 3. (ACE) New Operating Authority (60-day approval, 7 copies)
- ☐ 4. (ACO) Application to Change Ownership (30-day approval, 10 copies)
- ☐ 5. (ACN) Application to Change Name (30-day approval, 10 copies)
- ☒ 6. (AEC) Application to Establish, Revise, or Cancel a Contract (30-day approval, 7 copies)
☒ End User ☐ Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case
- ☐ 7. (AMT) Merger (NOT automatic, 10 copies)
- ☐ 8. (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 15 copies)
- ☐ 9. (ATA) Application for Tariff Amendment (Automatic timeframes vary with type of ATA filing -- see below)
 - a. ☐ New End User Service which has been preceded by a 30-day prefiling with Staff and OCC (0-day filing, 10 copies)
 - b. ☐ New Carrier-to-Carrier Service which has been preceded by a 30-day prefiling with Staff and OCC (0-day filing, 10 copies)
 - c. ☐ Change in Terms and Conditions (30-day approval, 10 copies)
 - d. ☐ Withdrawal of Service (30-day approval, 10 copies)
 - e. ☐ Filing at Staff's Direction (30-day approval, 10 copies)
 - f. ☐ Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)
- ☐ 10. (ATC) Application to Transfer Certificate (NOT automatic, 7 copies)
- ☐ 11. (ATR) Application to Conduct a Transaction Between Utilities (NOT automatic, 10 copies)
- ☐ 12. (NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 15 copies)
- ☐ 13. (UNC) Unclassified (explain) _____ (NOT automatic, 15 copies)
- ☐ 14. Other (explain) _____ (NOT automatic, 15 copies)

THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-day notice, 3 copies)

- ☐ 15. Introduction or Extension of Promotional Offering
- ☐ 16. New Price List Rate for Existing Service
- ☐ 17. Designation of Registrant's Process Agent(s)
- ☐ 18. Update to Registrant's Maps

II. Indicate which of the following exhibits have been filed. The numbers (corresponding to the list above) indicate, at a minimum, the types of cases in which the exhibit is required:

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This is to certify that the images appearing are a Page 1 of 3 accurate and complete reproduction of a case file document delivered in the regular course of business
Technician Amr Date Processed 11/18/02

- ☐ A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based) (3)
- ☐ Statement affirming that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio. (3)
- ☐ List of names, addresses, and phone numbers of officers and directors, or partners. (3-4,7,10)
- ☐ Brief description of service(s) proposed. (3)
- ☐ Explanation of whether applicant intends to provide ☐ resold services, ☐ facilities-based services, or ☐ both resold and facilities-based services. (3)
- ☐ Explanation as to whether NEC currently offers IXC services under separate CTS authority, and whether it will be including those services within its NEC filing, or maintaining such IXC services under a separate affiliate. (3)
- ☐ Explanation of how the proposed services in the proposed market area are in the public interest. (3)
- ☐ Description of the proposed market area. (3)
- ☐ Description of the class of customers (e.g., residence, business) that the applicant intends to serve. (3)
- ☐ Documentation attesting to the applicant's financial viability, including, at a minimum, a pro forma income statement and a balance sheet. If the pro forma income statement is based upon a certain geographical area(s) or information in other jurisdictions, please indicate. (3)
- ☐ Documentation attesting to the applicant's technical expertise relative to the proposed service offering(s) and proposed service area. (3)
- ☐ Explanation of the applicant's managerial expertise relative to the proposed service offering(s) and proposed service area. (3)
- ☐ Documentation indicating the applicant's corporate structure and ownership. (3)
- ☐ Information regarding any similar operations in other states. (3)
- ☐ Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the USOA. (3)
- ☐ Verification of compliance with any affiliate transaction requirements. (3)
- ☐ Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users. (3, 8, 10)
- ☐ Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A. (1-2,4,6,8-10,12-15)
- ☐ Copy of revised tariff sheets & price lists, marked as Exhibit B. (1-2,4,6,8-10,12-15)
- ☐ Specify which notice procedure has been utilized: ☐ real time; or ☐ newspaper. NOTE: Price list increases must be within an approved range of rates. (8-9,15)
- ☐ Copy of real time or newspaper notice which has been provided to customers. (2,4,6,9c-f, 10, 15)
- ☐ Copy of customer education and information material for new residential services. (8)
- ☐ Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected.
- ☒ Specify for each service affected whether it is ☒ business; ☒ residence; or both. Also indicate whether it is a ☒ switched or dedicated service. Include this information in either the cover letter or Exhibit C. (1-2,4-6,9-10,12-15)
- ☐ Explanation as to which service areas company currently has an approved interconnection or resale agreement. (1,3, 9)
- ☐ Explanation as to whether rates are derived through (check all applicable): interconnection agreement, retail tariffs, or resale tariffs. (3)
- ☐ List of Ohio counties or exchanges the applicant intends to serve within 24 months of obtaining authorization. (1,3)
- ☒ List of Ohio counties specifically involved or affected. (2,4,6,9-10,12)
- ☐ Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). (3,4,6,9c-f,10) In transfer of certificate cases, the transferee's good standing must be established.
- ☐ Maps depicting the proposed serving and calling areas of the applicant. (1,3,7,10)
 - ☐ If Mirroring ILEC exchanges for both serving area and local calling areas: * **Serving area** must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular ILEC/NEC territory, and listing the involved counties. * **Local calling areas** must be clearly reflected on an Ohio map attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all exchanges to which local calls can be made from each of those exchanges.
 - ☐ If Self-defining serving area and/or local calling area as an area other than that of the established ILEC exchange(s):
 - * **Serving Area** must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the involved counties. * **Local Calling Areas** must be described in the tariff through textual delineation and clear maps. Maps for self-defined serving and local calling areas are required to be traced on United States Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.
- ☐ Other information requested by the Commission staff.

III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.

Mandatory requirements for all basic local exchange providers:

- ☒ Sales tax
- ☒ Deposits
- ☒ Disconnection of Service
- ☒ 1+

Service requirements for a NEC's provision of certain services (check all applicable):

- ☒ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service
- ☒ Emergency Services Calling Plan
- ☒ Alternative Operator Service (AOS) requirements
- ☒ Limitation of Liability Language
- ☒ Termination Liability Language
- ☐ Service Connection Assistance (SCA) and Telephone Service Assistance (TSA)
- ☐ Resale of Service [Required for facilities-based NECs]
- ☐ Local Number Portability [Required for facilities-based]

IV. List names, titles, phone numbers, and addresses of those persons authorized to make and/or verify filings at the Commission on behalf of the applicant:

Cheryl Ware AT&T Manager Law & Government Affairs 614-469-9081
65 East State Street Columbus, OH 43215

NOTE: An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for completion to the address and individual(s) identified in this Section unless another address or individual is so indicated.

V. List names, titles, phone numbers, and addresses of those persons authorized to respond to inquiries from the Consumer Services Department on behalf of the applicant regarding end-user complaints:

Cheryl Ware AT&T Manager Law & Government Affairs 614-469-9081
65 East State Street Columbus, OH 43215

VERIFICATION

I, Name and Title Cheryl Ware verify that I have utilized, verbatim, the Commission's Local Exchange Carrier Registration Form effective July 15, 1997 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.

Cheryl Ware 11.15.02
(Signature)* (Date)

* A 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 Registration 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

July 15, 1997

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**AT&T INTRASTATE VTNS SERVICES AGREEMENT ATTACHMENT
BETWEEN**

**AND
AT&T CORP.**

1. **Service Provided** - AT&T will provide to Customer the intrastate services specified in the attached Schedules. In the event an applicable tariff is withdrawn by AT&T or the tariffing is no longer permitted or required by the appropriate regulatory body of a state in which Intrastate Services are to be provided (the "Commission"), the terms of the last tariffed service offering will continue to govern the provision of such service in that state for the remainder of the term, except that rates will continue to fluctuate to the same extent that they could before detariffing.
2. **Term** - This Attachment shall become effective when signed by both parties and any required tariff, price list, or other documentation is filed with the appropriate regulatory body of the state in which the Intrastate Services are to be provided and the Commission, if required, authorizes the rates, charges, terms and conditions agreed upon herein ("Effective Date"). This Agreement shall be coterminous with the Customer's subscription to the AT&T interstate agreement referenced in Section 4 below ("Term") and Intrastate Services in a state will be provided beginning the first day of Customer's first full billing cycle after the Effective Date of this Attachment for such state, which is referred to as Customer's Initial Service Date ("CISD"). Upon termination of this Attachment, all service components remaining in service will be provided by AT&T subject to AT&T's standard rates and terms and conditions governing such service. However, this Attachment shall automatically terminate upon termination or expiration of Customer's interstate agreement referenced in Section 4 below or any renewals thereof. No renewal option is available.
3. **Charges** - The contract price and any related terms and conditions for the Intrastate Services are set forth in the Schedules to this Attachment.

AT&T reserves the right to increase from time to time the rates for the Intrastate Services provided under this Attachment, regardless of any provisions in this Attachment that would otherwise stabilize rates or limit rate increases, to reasonably reflect charges imposed on AT&T stemming from an order, rule or regulation of the FCC, the Commission or a court of competent jurisdiction, concerning: (i) payphone use charges, (ii) universal service fund ("USF") charges and (iii) presubscribed interexchange carrier charges ("PICCs"). AT&T will make rate adjustments under this provision as necessary.
4. **Eligibility** - The prices contained in this Attachment are contingent upon Customer subscribing to interstate services under an AT&T Virtual Telecommunications Network Service ("VTNS") Agreement having a revenue commitment in the aggregate of at least \$42,500,000.
5. **No Additional Discounts** - The rates for Intrastate Services provided under this Attachment are in lieu of, and not in addition to, any and all other AT&T promotions, discounts, credits and waivers to which Customer is, or would otherwise be, entitled to receive for the Intrastate Services. However, this shall not prohibit Customer from receiving any credits, discounts or promotions for which it would be entitled to under any AT&T interstate agreement.
6. **Commission Jurisdiction** - This Attachment is subject to the jurisdiction of various Commissions and each Schedule shall therefore be subject to such changes or modifications as the controlling Commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, each Schedule will be deemed to be a separate agreement and the parties' obligations with respect to the Intrastate Services to be provided in a specific state shall be construed and interpreted under the laws of that state, excluding its choice of law rules. Either party may terminate an affected Schedule if the Commission of the corresponding State changes its rules or regulations or issues an order or a ruling (or a court of competent jurisdiction issues such an order or a ruling) which materially and adversely affects that Schedule or the ability of AT&T to provide the Intrastate Service in accordance with the prices, terms and conditions set forth therein or incorporated therein by reference.

AT&T PROPRIETARY

7. Dispute Resolution

7.1 (a) All disputes, controversies or claims arising under this Agreement (including disputes as to the existence of a material breach of this Agreement) (each, a "Dispute") shall be resolved in accordance with this Section 7.1. Notwithstanding this Section 7.1 or any other provision of this Agreement, the parties agree that the fact that either party may take action without resorting to dispute resolution that it believes is in its best interests to safeguard its network(s) or business operations shall not, in and of itself, constitute a breach of this Agreement. If [redacted] for example, summarily discontinues certain Service Elements or Capabilities, AT&T may pursue the remedies provided by this Agreement, but it agrees not to claim that failing to first resort to the dispute resolution process in this Section was itself a breach of this Agreement.

(b) Subject to the foregoing, [redacted] and AT&T agree to utilize the following procedures to resolve any Dispute:

(i) The AT&T Customer Service Center, local account team or AT&T representative, and Customer's representatives will, as promptly as is reasonably feasible, coordinate with each other to take whatever steps are reasonably necessary to attempt to resolve the Dispute; *provided*, that each party must provide a written description of the Dispute (a "Dispute Statement") to the other within 48 hours of receipt of notice of the Dispute.

(ii) If [redacted] is dissatisfied with the handling of the Dispute pursuant to Subsection (b)(i) above, it shall contact AT&T's National Account Manager by whatever means it deems appropriate. The General Manager shall use his or her reasonable efforts to attempt to resolve the Dispute as expeditiously as possible and in a manner reasonably satisfactory to [redacted]. If AT&T is dissatisfied with the handling of the Dispute pursuant to Section (b)(i) above, it shall contact [redacted] appropriate Director. The [redacted] Technology Executive shall use his or her reasonable efforts to resolve the Dispute as expeditiously as possible and in a manner reasonably satisfactory to AT&T.

(iii) If either party remains dissatisfied with the handling of the Dispute pursuant to Subsection (b)(ii), the Dispute shall be referred to AT&T's General Manager and to [redacted] appropriate Assistant Vice President, who shall use their best efforts to resolve the Dispute to the Parties' mutual satisfaction as expeditiously as possible.

(c) General Resolution Procedures:

The purpose of preparing and submitting the Dispute Statements described above is to facilitate the resolution process. However, the Dispute Statements will not limit either party from identifying any additional relevant issues during the resolution process, including any arbitration pursuant to Section 7.2, nor will the Dispute Statements constitute a waiver of, or prejudice or limit either party's rights or remedies with respect to, the issue(s) addressed therein.

7.2 Arbitration.

Except where subject to the primary jurisdiction of the Controlling Commission, any controversy or claim, whether in contract or tort, between or among the parties and relating to this Agreement or any other instrument relating hereto that has not been resolved through the Dispute Resolution process set forth in Section 7.1, shall, upon agreement by the parties to submit the dispute(s) to such arbitration, be determined by arbitration, *provided* that a party must seek injunctive or other relief from a court of competent jurisdiction in matters involving intellectual property rights, Confidential Information, cases of emergency, where a party faces the prospect of material, irreparable harm due to the wrongful act of the other party, or when a party otherwise reasonably deems such action to be necessary. The arbitration shall be conducted in accordance with the United States Arbitration Act (Title 9, U.S. Code), under the auspices and rules of the Center for Public Resources Rules for Non-Administered Administration of Business Disputes ("CPR Arbitration Rules") then in effect. Three arbitrators will be appointed, one by each party, and the third by mutual agreement of the other two arbitrators. The arbitrators shall be well-versed in the technology(ies) relating to the subject matter of the dispute. The arbitrators may not limit, expand or otherwise modify the terms of this Agreement, may not order the refiling or amendment of this Agreement, may not determine that a disputed matter is in violation of the Communications Act of 1934, as amended, may not direct either party to take any action forbidden by the Communications Act of 1934, as amended, or the rules, regulations or policies of the Federal Communications Commission, and shall be bound by the limitations on liability as stated in the applicable tariff. The arbitrators may, subject to the provisions of the applicable tariff, award damages, but may not award punitive damages.

AT&T Intrastate VTNS Services - Service Order Attachment

CUSTOMER Legal Name ("Customer", "You" or "Your")	AT&T Corp. ("AT&T")	AT&T Sales Contact Name
	AT&T Corp.	Larry Johnson
CUSTOMER Address	AT&T Address	AT&T Sales Contact Address
	AT&T 55 Corporate Drive Bridgewater, New Jersey 08807	317 Susan Drive Suite 1104 Normal IL USA 61761
CUSTOMER Contact	AT&T Contact	AT&T Sales Contact Information
Name: First Last Title: Telephone: Fax: Email:	Master Agreement Support Team Email: mast@att.com	Telephone: 309-451-5437 Fax: 309-451-5448 Email: larrye@att.com Branch Manager: Dale Stephenson Sales Strata: Global Sales Region: Central
CUSTOMER Billing Address	Customer Account Information	
	Master Customer Number (MCN): Plan ID No.	<input type="checkbox"/> AT&T UniPlan® <input type="checkbox"/> AT&T OneNet <input checked="" type="checkbox"/> AT&T VTNS

This Service Order Attachment is an Attachment to the Master Agreement between Customer and AT&T dated February 13, 2001 ("Agreement") is an integral part of that Agreement.

This Attachment consists of this Service Order Attachment, the attached Intrastate Services Agreement and the Applicable Tariffs incorporated therein by reference.

The order of priority in the event of inconsistency among terms shall be the, Intrastate Service Agreement, this Service Order Attachment, the Master Agreement, then the Applicable Tariffs, unless required by law to take precedence over the foregoing.

**SIGNATURE BELOW BY YOUR AUTHORIZED REPRESENTATIVE IS YOUR CONSENT TO THE
TERMS AND CONDITIONS OF THIS SERVICE ORDER ATTACHMENT.**

CUSTOMER:

By: _____
(Authorized Signature)

(Typed or Printed Name)

(Title)

(Date)

AT&T CORP.

By: Francis M. Michalec
(Authorized Signature)

(Typed or Printed Name)

(Title)

(Date) 10-23-02

SCHEDULE 17
TO
AT&T INTRASTATE SERVICES AGREEMENT
BETWEEN

AND
AT&T CORP.

State of Ohio

1. **Service Provided** - AT&T will provide to the Customer and its affiliates the Intrastate Services described below in the State of Ohio in accordance with the provisions of AT&T's intrastate tariff AT&T Communications of Ohio, Inc., P.U.C.O. No.-3 Tariff, as changed from time to time, except as specifically stated in this Schedule.

2. **Usage Rates For Intrastate Services**

Virtual Telecommunications Network Service® ("VTNS")

Q. The Intrastate VTNS usage rates shall be:

	Initial 18 Seconds or Fraction	Each Add'l 6 Seconds or Fraction
IntraLATA Schedule A1	\$0.0114	\$0.0038
InterLATA Schedule A0	\$0.0114	\$0.0038
IntraLATA Schedule B1	\$0.0228	\$0.0076
InterLATA Schedule B0	\$0.0228	\$0.0076
IntraLATA Schedule C1	\$0.0315	\$0.0105
InterLATA Schedule C0	\$0.0315	\$0.0105
IntraLATA Schedule D1	\$0.0240	\$0.0080
InterLATA Schedule D0	\$0.0240	\$0.0080
IntraLATA Schedule E1	\$0.0330	\$0.0110
InterLATA Schedule E0	\$0.0330	\$0.0110

Subject to Section 3 of the Agreement, the above usage rates are stabilized for the term of the Agreement and are applicable for all rate periods for service under this Agreement. All other rates in the Applicable Tariffs shall apply.

AT&T PROPRIETARY