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PUBLIC UTILITIES COMMISSION OF OHIO  
**LOCAL EXCHANGE CARRIER**  
 REGISTRATION FORM  
 EFFECTIVE: July 15, 1997

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In the Matter of the Application of END USER CONTRACT  
REDACTED VERSION OF AT&T DIGITAL LINK  
SERVICE-AT&T SDN SERVICE ) Case No. 01-2684 TP-AEC

PUCO

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 10-17-01 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)

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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:

July 15, 1997 This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business  
 Technician Ann Date Processed 10/17/01 Page 1 of 3

- 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 X business; residence; or both. Also indicate whether it is a X 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 10.17.01  
(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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LOCAL SERVICES AGREEMENT  
BETWEEN

AND  
AT&T CORP.

AT&T CORP., on behalf of the AT&T entity providing services hereunder ("AT&T"), and ("Customer") enter into this Service Agreement ("Agreement") for the provision of the AT&T local services described in the attached Schedule(s).

1. **Service Provided** - AT&T will provide to the Customer the Local Services described in the attached Schedules in accordance with the provisions of the applicable AT&T local service tariffs governing the Local Services ("Applicable Tariffs"), as changed from time to time, except as specifically stated in this Agreement and its Attachments. 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 Local 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. The attached Schedule(s) may, at AT&T's option, be filed as Tariffs or Contract Tariffs in the appropriate states.

2. **Term** - The term of this Agreement is co-terminous with the Customer's Interstate Agreement for AT&T SDN OneNet Service. Upon termination of this Agreement, 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. No renewal option is available.

3. **Contract Price** - The contract price and any related terms and conditions for the Local Services are set forth in the applicable AT&T Tariffs, as amended from time to time, except for those Rates specified in the attached Schedules. Regardless of any provisions in this Agreement that would otherwise stabilize rates or limit rate increases, AT&T reserves the right to increase from time to time the rates for the Services provided, relating to charges imposed on AT&T stemming from an order, rule or regulation of the FCC, the Commission or a court of competent jurisdiction, concerning interstate or intrastate universal service funding ("USF"). AT&T will make rate adjustments under this provision as necessary.

4. **Eligibility** - This Agreement is available only to Customers who: (1) have an Interstate Agreement for AT&T SDN OneNet Service, with a commitment of at least \$650,000; (2) order service within 90 days after the effective date of this Agreement (3) accept an initial installation of the Services provided, within 30 days after the date service is ordered and (4) order this Agreement only once. The prices contained in this Agreement are contingent upon Customer satisfying the "MARC" for the Local Services and any related terms and conditions as are set forth in this Agreement. For the purposes of this section a Customer is the actual customer who orders service and any Affiliate of the actual Customer. An Affiliate is any entity that owns a controlling interest in either the actual Customer or an affiliate of the actual Customer or any entity in which the actual Customer or an affiliate of the actual Customer owns a controlling interest.

5. **Discounts** - The rates for Local Services provided under this Agreement 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 Local Services.

6. **Commission Jurisdiction** - This Agreement 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 Local Services to be provided in a specific state shall be construed and interpreted under the laws of that state.

7. **Classifications, Practices and Regulations** - Except as otherwise provided in this Agreement, the applicable rates, charges, terms and conditions are as set forth in the Applicable Tariffs, as filed with the Commission as they may be modified from time to time. The Applicable Tariffs are incorporated herein by reference.

8. **Disclosure of Information** - Unless publicly disclosed by AT&T in a tariff, price list or other required filing with a Commission, the rates, charges, terms and conditions described in this Agreement, including any Contract Tariffs, are confidential and proprietary and shall be treated by Customer as it would treat its own confidential information. Customer shall not disclose, disseminate or publish such information unless required to do so under applicable laws. Such information shall be disclosed to Customer's employees, agents or contractors only on a need-to-know basis, and only if such person agrees to be bound by the terms of this Agreement regarding confidentiality prior to receiving such information. The obligation not to disclose information under this Section shall not apply to those provisions of this Agreement that by law become available for public review by requirements of the applicable Commission.

9. **General**

A. If either party has a claim against the other party with respect to any matter arising out of the furnishing of the Local Services described in this Agreement, including, but not limited to, billing or payment for services provided under this Agreement, the party must notify the other party of such claim in writing within two (2) years after the cause of action arises.

B. Each party has designated a fully authorized representative to execute this Agreement and bind its company to its terms.

C. Except to the extent that this Agreement may be modified with respect to an attached Contract Tariff pursuant to a Commission's jurisdiction as set forth in Paragraph 5 and except for revisions to Applicable Tariffs, no change, modification or waiver of any of the terms of this Agreement shall be binding unless reduced to writing and signed by authorized representatives of both parties hereto.

D. This Agreement shall not be deemed to provide any third party with any remedy, claim, right of action, or other right, except that the terms of this Agreement shall inure to the benefit of the parties' affiliates.

E. Unless a different meaning is clearly intended, the words and phrases used in this Agreement shall have the meanings stated in the Applicable Tariffs.

F. Neither party may assign this Agreement without the prior written consent of the other. However, AT&T may assign this Agreement to an affiliate or subsidiary without the consent of the Customer (but shall not be relieved of any obligations so assigned) and AT&T may assign its rights to receive payment without the consent of Customer.

**AT&T Local Services  
Service Order Attachment**

CUSTOMER Legal Name	AT&T Corp.	AT&T Sales Contact Name	Bruce Pace
CUSTOMER Address	55 Corporate Drive Bridgewater, New Jersey 08807	AT&T Sales Contact Address	424 S Woodsmill Rd Chesterfield Mo 63017
CUSTOMER Contact	Name: Master Agreement Support Team Email: mast@attmail.com	AT&T Sales Contact Information	Telephone: 314-275-3238 Fax: 314-275-3181 Email: bepace@att.com Branch Manager: Richard Shank Sales Strata: Growth Sales Region: Central
CUSTOMER Billing Address	Customer Account Information		

This Service Order Attachment is an Attachment to the Master Agreement between Customer and AT&T dated May 22 2001 ("Agreement") is an integral part of that Agreement.

This Attachment consists of this Service Order Attachment, the attached Local Services Agreement and the Applicable Tariffs incorporated therein by reference. The order of priority in the event of inconsistency among terms shall be the Applicable Tariffs, Local Services Agreement, this Service Order Attachment, then the Master Agreement.

**CUSTOMER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS ATTACHMENT AND AGREES TO BE BOUND BY THEM.**

<p>CUSTOMER:</p> <p>_____</p> <p>By: _____</p> <p>_____</p> <p>(Typed or Printed Name)</p> <p>_____</p> <p>(Title)</p> <p>_____</p> <p>(Date)</p>	<p align="center">AT&amp;T CORP.</p> <p>By: <u>Richard Shank</u></p> <p align="center">(Authorized Signature)</p> <p><u>Richard Shank</u></p> <p align="center">(Typed or Printed Name)</p> <p><u>Sales Center Vice President</u></p> <p align="center">(Title)</p> <p><u>9-24-01</u></p> <p align="center">(Date)</p>
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SCHEDULE NO. 1

Ohio

1. **Services Provided** – AT&T will provide to the Customer and its affiliates the following Local Services in the state of Ohio, where facilities permit, in accordance with the provisions of AT&T Communications of Ohio, Inc., P.U.C.O. No. 3, as changed from time to time, except as specifically stated in this Schedule.

AT&T Digital Link Service – AT&T Software Defined Network Service

2. **Rates** - Subject to Section 3 of this Agreement, the following rates are stabilized for the term of this Agreement. These rates are in lieu of the rates for those elements specified in the Applicable AT&T Tariffs that are referenced above. All other rates in the Applicable AT&T Tariffs shall apply.

**AT&T Digital Link Service calls provided in connection with AT&T Software Defined Network Service - Rate Schedule B**

	Day		Evening		Night	
	Initial 18 Seconds or Fraction	Each Add'l 6 Seconds or Fraction	Initial 18 Seconds or Fraction	Each Add'l 6 Seconds or Fraction	Initial 18 Seconds or Fraction	Each Add'l 6 Seconds or Fraction
Mileage						
All	\$0.0099	\$0.0033	\$0.0099	\$0.0033	\$0.0099	\$0.0033