

FILE
The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM

(Effective: 07/23/2003)
(Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI)

RECEIVED-DOCKETING DIV

In the Matter of the Application of SBC Ohio)
For approval of individual customer contract) Case No. 03 - 931 - **TP** - CTR

2003 DEC -1 PM 1:16

Name of Registrant(s) SBC Ohio
DBA(s) of Registrant(s) SBC Ohio is a registered trade name of The Ohio Bell Telephone Company.
Address of Registrant(s) 150 E. Gay Street, Columbus, Ohio 43215
Company Web Address SBC.com
Regulatory Contact Person(s) Robert J. Wentz Phone (614) 223-7962 Fax: 614 223-6229
Regulatory Contact Person's Email Address robert.w.wentz@ameritech.com
Contact Person for Annual Report Mike Schaedler Phone (216) 822-8307
Consumer Contact Information Kathy Gentile-Klein Phone (216) 822-2395
Date December 1, 2003 TRF Docket No. 03-931 - TP-TRF

PUCO

Motion for protective order included with filing? ☐ Yes ☒ No
Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]
Company Type (check all applicable): ☐ CTS (IXC) ☒ ILEC ☐ CLEC ☐ CMRS ☐ AOS
☐ Other (explain) _____

NOTE: This form must accompany all applications filed by telecommunication service providers subject to the Commission's rules promulgated in Case No. 99-998-TP-COI, as well as by ILECs 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. Please indicate the reason for submitting this form (check one)

- ☐ 1 (AAC) Application to Amend Certificate by a CLEC to modify Serving Area (0-day notice, 7 copies)
- ☐ 2 (ABN) Abandonment of all Services
 - ☐ a. CLEC (90-day approval, 10 copies) ☐ b. CTS (14-day approval, 10 copies) ☐ c. ILEC (NOT automatic, 10 copies)
- ☐ 3 (ACE) New Operating Authority for providers other than CMRS (30-day approval, 7 copies); for CMRS, see item No.15 on this page.
 - ☐ a. Switched Local ☐ b. Non-switched local ☐ c. CTS ☐ d. Local and CTS ☐ e. Other (explain) _____
- ☐ 4 (ACO) LEC Application to Change Ownership (30-day approval, 10 copies)
- ☐ 5 (ACN) LEC Application to Change Name (30-day approval, 10 copies)
- ☐ 6 (AEC) Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case (30-day approval, 7 copies)
NOTE: see item 25 (CTR) on page two of this form for all other contract filings.
- ☐ 7 (AMT) LEC Merger (30-day approval, 10 copies)
- ☐ 8 (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 10 copies)
- ☐ 9 (ATA) Application for Tariff Amendment for Tier 1 Services, Application to Reclassify Service Among Tiers, or Change to Non-Tier
 - ☐ a. Tier 1 (and Carrier-to-Carrier tariff filings as set-forth in 95-845-TP-COI)
 - ☐ i. Pre-filing submittal (30-day pre-filing submittal with Staff and OCC; **Do Not Docket**, 4 copies)
 - ☐ ii. New End User Service which has been preceded by a 30-day pre-filing submittal with Staff for all submittals and a Staff and OCC for Tier 1 residential services (0-day filing, 10 copies)
 - ☐ iii. New End User Service (NOT preceded by a 30-day filing submittal, 30-day approval, 10 copies)
 - ☐ iv. New Carrier-to-Carrier Service which has been preceded by a 30-day pre-filing with Staff (0-day filing, 10 copies)
 - ☐ v. Change in Terms and Conditions, textual revision, correction of error, etc. (30-day approval, 10 copies)
 - ☐ vi. Grandfather service (30-day approval, 10 copies)
 - ☐ vii. Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)
 - ☐ viii. Withdrawal of Tier 1 service must be filed as an "ATW", not an "ATA" - see item 12, below
 - ☐ b. Reclassification of Service Among Tiers (NOT automatic, 10 copies)
 - ☐ c. Textual revision with no effect on rates for non-specific or non-tier service (30-day approval, 10 copies)
- ☐ 10 (ATC) Application to Transfer Certificate (30-day approval, 7 copies)
- ☐ 11 (ATR) LEC Application to Conduct a Transaction Between Utilities (30-day approval, 10 copies)
- ☐ 12 (ATW) Application to Withdraw a Tier 1 Service
 - ☐ a. CLEC (60-day approval, 10 copies) ☐ b. ILEC (NOT automatic, 10 copies)
- ☐ 13 (CIO) Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies)
- ☐ 14 (NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 8 copies)
- ☐ 15 (RCC) For CMRS providers only to Register or to Notify of a Change in Operations (0-day notice, 7 copies)
- ☐ 16 (SLF) Self-complaint Application
 - ☐ a. CLEC only -Tier 1 (60-day automatic, 10 copies)
 - ☐ b. Introduce or increase maximum price range for Non-Specific Service Charge (60-day approval, 10 copies)
- ☐ 17 (UNC) Unclassified (explain) _____ (NOT automatic, 15 copies)
- ☐ 18 (ZTA) Tariff Application Involving only Tier 2 Services
 - ☐ a. New End User Service (0-day notice, 10 copies)
 - ☐ b. Change in Terms and Conditions, textual revision, correction of error, etc. (0-day notice, 10 copies)
 - ☐ c. Withdrawal of service (0-day notice, 10 copies)

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☐ 19 Other (explain) _____ (NOT automatic, 15 copies)

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

- ☐ 20 Introduction or Extension of Promotional Offering
- ☐ 21 New Price List Rate for Existing Service
☐ a. Tier 1 ☐ b. Tier 2
- ☐ 22 Designation of Registrant's Process Agent(s)
- ☐ 23 Update to Registrant's Maps
- ☐ 24 Annual Tariff Option For Tier 2 Services – indicate which option you intend to adopt to maintain the tariff. **NOTE**, changing options is only permitted once per calendar year.
☐ Paper Tariff ☐ Electronic Tariff. If electronic, provide the tariff's web address: _____

THE FOLLOWING ARE CTR FILINGS ONLY, NOT NEW CASES (0-day notice, 7 copies)

- 25 Application to establish, revise, or cancel an end-user contract. (**NOTE**: see item 6 on page 1 of this form for carrier-to-carrier contract amendments)
 CTR Docket No. _____ - _____ - TP – CTR (Use same CTR number throughout calendar year)

II. Please indicate which of the following exhibits have been filed. The numbers (corresponding to the list on page (1) and above) indicate, at a minimum, the types of cases in which the exhibit is required:

<input type="checkbox"/>	[all]	A copy of any motion for waiver of O.A.C. rule(s) associated with this filing. NOTE : the filing of a motion for waiver tolls any automatic timeframe associated with this filing.
<input type="checkbox"/>	[3]	Completed Service Requirements Form.
<input type="checkbox"/>	[3, 9(vii)]	A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based)
<input type="checkbox"/>	[3]	Evidence 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.
<input type="checkbox"/>	[3]	Brief description of service(s) proposed.
<input type="checkbox"/>	[3a-b,3d]	Explanation of whether applicant intends to provide <input type="checkbox"/> resold services, <input type="checkbox"/> facilities-based services, or <input type="checkbox"/> both resold and facilities-based services.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether CLEC currently offers CTS services under separate CTS authority, and whether it will be including those services within its CLEC filing, or maintaining such CTS services under a separate affiliate.
<input type="checkbox"/>	[3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
<input type="checkbox"/>	[3a-b,3d]	Description of the proposed market area.
<input type="checkbox"/>	[3a-b,3d]	Description of the class of customers (e.g., residence, business) that the applicant intends to serve.
<input type="checkbox"/>	[3a-b,3d]	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.
<input type="checkbox"/>	[3a-d]	Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area.
<input type="checkbox"/>	[3a-d]	Documentation indicating the applicant's corporate structure and ownership.
<input type="checkbox"/>	[3a-b,3d]	Information regarding any similar operations in other states. Also, if this company has been previously certified in the State of Ohio, include that certification number.
<input type="checkbox"/>	[3a-b,3d]	Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.
<input type="checkbox"/>	[3a-b,3d]	Verification of compliance with any affiliate transaction requirements.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether rates are derived through (check all applicable): <input type="checkbox"/> interconnection agreement, <input type="checkbox"/> retail tariffs, or <input type="checkbox"/> resale tariffs.
<input type="checkbox"/>	[1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
<input type="checkbox"/>	[3a-b,3d, 9a(i-iii)]	Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
<input type="checkbox"/>	[3a,3b,3d, 9a(i-iii)]	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable).
<input type="checkbox"/>	[3a-b,3d,8]	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.
<input type="checkbox"/>	[3-5,7,10-11,13]	Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). In transfer of certificate cases, the transferee's good standing must be established.
<input type="checkbox"/>	[3-4,7,10-11,13]	List of names, addresses, and phone numbers of officers and directors, or partners.
<input type="checkbox"/>	[3]	A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of revised tariff sheets & price lists, marked as Exhibit B.
<input type="checkbox"/>	[3]	Provide a copy of any customer application form required in order to establish residential service, if applicable.
<input type="checkbox"/>	[1-2,4-7,9,12-13,16,18-23,25]	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 <input type="checkbox"/> business; <input type="checkbox"/> residence; or <input type="checkbox"/> both. Also indicate whether it is a <input type="checkbox"/> switched or <input type="checkbox"/> dedicated service. Include this information in either the cover letter or Exhibit C.

<input type="checkbox"/>	[1,2,4,9a(v-vi), 5,10,16,18(b-c), 20-21]	Specify which notice procedure has been utilized: <input type="checkbox"/> direct mail; <input type="checkbox"/> bill insert; <input type="checkbox"/> bill notation or <input type="checkbox"/> electronic mail. NOTE: Tier 1 price list increases must be within an approved range of rates.
<input type="checkbox"/>	[2,4-5,9a(v), 9b, 10,12-13,16, 18(b-c),20-21]	Copy of real time notice which has been provided to customers.
<input type="checkbox"/>	[1,2,5,9a(v),11-13, 21(increase only)]	Affidavit attesting that customer notice has been provided.
<input type="checkbox"/>	[2,12]	Copy of Notice which has been provided to ILEC(s).
<input type="checkbox"/>	[2,12]	Listing of Assigned (NPA) NXX's where in the LECs (NPA) NXX's would be reassigned.
<input type="checkbox"/>	[2,4,10,12-13,]	List of Ohio exchanges specifically involved or affected.
<input type="checkbox"/>	[14]	The interconnection agreement adopted by negotiation or mediation.
<input type="checkbox"/>	[15]	For commercial mobile radio service providers, a statement affirming that registrant has obtained all necessary federal authority to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this Commission of any Form 401, 463, and / or 489 which the applicant has filed with the Federal Communications Commission.
<input type="checkbox"/>	[15]	Exhibits must include company name, address, contact person, service description, and evidence of registration with the Ohio Secretary of State.
<input checked="" type="checkbox"/>	[24]	Affidavit that total price of contract exceeds total cost of all regulated services.
<input type="checkbox"/>	[5,13]	New title sheet with proposed new company name.
<input type="checkbox"/>	[1,3,13]	For CLECs, List of Ohio Exchanges the applicant intends to serve (Use spreadsheet from: http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357).
<input type="checkbox"/>	[1,3a-b,3d,7, 10,13, 23]	<p>Maps depicting the proposed serving and calling areas of the applicant.</p> <p>If Mirroring Large 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 large ILEC/CLEC territory, and listing the involved exchanges. • 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.</p> <p>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 exchanges. • 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.</p>
<input type="checkbox"/>		Other information requested by the Commission staff.
<input type="checkbox"/>	[3]	Initial certification that includes Tier 2 Services, indicate which option you intend to adopt to maintain the tariff: <input type="checkbox"/> Paper Tariff <input type="checkbox"/> Electronic Tariff - If electronic, provide the web address for the tariff:

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 AND CTS PROVIDERS:

- ☒ Sales tax
- ☒ Minimum Telephone Service Standards (MTSS)
- ☒ Surcharges

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE PROVIDERS:

- ☒ 1+ IntraLATA Presubscription

SERVICE REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES (CHECK ALL APPLICABLE):

- ☐ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service [Required if toll service provided]
- ☐ Emergency Services Calling Plan [Required if toll service provided]
- ☐ Alternative Operator Service (AOS) requirements [Required for all providing AOS (including inmate services) service]
- ☐ Limitation of Liability Language [Required for all who have tariff language that may limit their liability]
- ☐ Termination Liability Language [Required for all who have early termination liability language in their tariffs]
- ☐ Service Connection Assistance (SCA) [Required for all LECs]
- ☐ Local Number Portability and Number Pooling [Required for facilities-based LECs]
- ☐ Package Language [Required for tariffs containing packages or service bundles containing both local and toll and/or non-regulated services]

IV. 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:

Robert J. Wentz	Manager-Dockets & Issues	(614) 223-7962
150 E. Gay Street	Columbus, Ohio 43215	

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

Kathy Gentile-Klein
45 Erieview Plaza

Manager-Customer Complaints (216) 822-2395
Cleveland, Ohio 44114

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.

- VI. List Name(s), DBA(s) and PUCO Certification Number(s) of any affiliates you have operating in Ohio under PUCO authority, whether Telecommunication or other. (If needed, use a separate sheet and check here: ☐)

Ameritech Advanced Data Services of Ohio, Inc., d/b/a SBC Advanced Solutions, Inc., Cert. No. 90-5181; Cincinnati SMSA Limited Partnership, d/b/a Cingular, Cert. No. 90-5304; Ameritech Wireless Communications, Inc., d/b/a Cingular, Cert. No. 90-5354; Ameritech Mobile Communications, Inc., d/b/a SBC Paging, Cert. No. 90-5541.

AFFIDAVIT

Minimum Telephone Service Standards

I am an officer of the applicant corporation, _____, and am authorized to make this statement
(Name of Company)
on its behalf. I attest that these tariffs comply with the Minimum Telephone Service Standards (MTSS) for the state of Ohio. I understand that the Minimum Telephone Service Standards, as modified and clarified from time to time, supercede 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 _____ at _____
(Date) (Location)

*(Signature and Title) (Date)

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

VERIFICATION

I, Robert J. Wentz verify that I have utilized, verbatim, the Commission's Telecommunications Application Form and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.


*(Signature and Title)

Manager, Dockets & Issues, December 1, 2003
(Date)

****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:

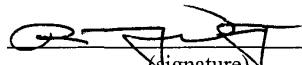
Public Utilities Commission of Ohio
Attention: Docketing Division (or to the Telecommunications Division Chief if a prefiling submittal)
180 East Broad Street, Columbus, OH 43215-3793

State of Ohio)
)
) ss.
)
County of Franklin)

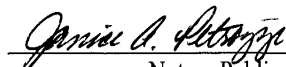
AFFIDAVIT OF ROBERT J. WENTZ

Robert J. Wentz, being first duly cautioned and sworn, deposes and says as follows:

1. I am the Manager - Dockets & Issues for SBC Ohio, where one of my responsibilities is to prepare cost studies to support customer contracts such as the one this affidavit supports.
2. I am aware of the rule of the Public Utilities Commission of Ohio, Ohio Admin. Code Section 4901:1-6-19(K), that provides that all contract filings must contain an affidavit attesting that the total price of the contract (including all contracted services whether regulated or unregulated) exceeds the total incremental cost of all regulated contracted services.
3. I have worked with our corporate cost study group and have confirmed that a cost study meeting the test of that rule has been performed.
4. Therefore, on information and belief, I hereby attest that the contract that this affidavit supports meets the test prescribed by that rule.


(signature)

Sworn to and subscribed before me on December 1, 2003.


Notary Public
JANICE A. PETRUCCI
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 11-12-05

NOV 06 2003

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Contract Information Management

ADDENDUM 5 FOR CENTREX SERVICE TO
SBC AMERITECH NETWORK MASTER AGREEMENT
BY AND BETWEEN
SBC GLOBAL SERVICES, INC.
AND
[REDACTED]

This Addendum 5 ("Addendum") to the SBC Ameritech Network Master Agreement is entered into between SBC Global Services, Inc. ("SBC") and National City Corporation ("Customer") as of the date of last signature hereto.

WHEREAS, SBC and Customer entered into an Agreement for SBC Ameritech Network Services effective on January 20, 2003 (the "Agreement"); and

WHEREAS, SBC and Customer now wish to add Centrex Services to the Agreement.

NOW THEREFORE, in consideration of these premises and the mutual promises set forth herein, the parties hereby agree as follows:

1. CENTREX SERVICE AND FEATURES

- A. General Scope of Centrex Service and Features. SBC shall furnish to Customer and Customer shall subscribe to and pay for selected services and features provided via the central office based Ameritech Centrex Service ("Centrex Service") furnished by SBC to Customer. SBC will furnish up to Customer's network interface the switching service supported by the appropriate equipment, materials, accessories, software, firmware, engineering, installation, and maintenance services.
- B. General Switching Description. The Centrex Service to be provided hereunder is a central office based switching service located in SBC central offices shown in the Attachments.
- C. Centrex Service Features. The Centrex Service provided pursuant to this Agreement shall support the features listed in the applicable attachment for each state.
- D. State Schedules. Schedule A - Illinois, Schedule B - Indiana, Schedule C - Michigan, and Schedule D - Ohio set forth the service configuration, rates, and state-specific terms and conditions for each state included hereunder, and are attached hereto and incorporated by this reference.

2. TERM

The term of this Addendum shall be thirty-six (36) months from the Cutover Date of the Centrex Service.

3. MINIMUM NUMBER OF CENTREX LINES

- A. Station Line Commitment. Customer will, as of the Effective Date, pay for the Voice or electronic key lines listed in the Attachments for each state.
- B. System Minimum. To continue to qualify for the Centrex Service pricing provided by this Agreement, Customer must at all times during the term of this agreement maintain the minimum number of the Centrex voice lines in service in each system as described in the Attachments for each state as of the Cutover Date. Failure to maintain the minimum number of lines will result in termination liability as described in Section 5.A. of this Agreement.

4. BASIC RATES

- A. Centrex Service Rates. The Initial Non-Recurring Charge ("NRC") and Monthly Charges are set forth in the Attachments to this Agreement.
- B. Other Charges. Other charges, including but not limited to service ordering, line connection, and local usage charges, as specified in the applicable tariff and/or SBC Catalog shall apply.

5. TERMINATION

- A. In the event Customer terminates the Centrex Service at a site covered under this Agreement for reasons not excused under the terms of this Agreement, Customer shall be liable to SBC as liquidated damages, not as a penalty, for the termination charges set forth in each state's attachment for each month remaining in the Term of this Agreement from the effective date of termination.
- B. In the event Customer should elect to continue Centrex Service beyond the Term of this Agreement and has not entered into a new Service agreement with SBC, Customer may terminate at any time upon thirty (30) days' prior written notice without further liability to either party.

6. TECHNOLOGY UPGRADE

If Customer upgrades technology with SBC, as defined below, SBC shall waive termination liability on the Centrex Service. In order to qualify as a technology upgrade for purposes of this Section, the upgrade must, in SBC's reasonable determination:



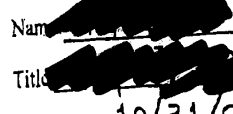

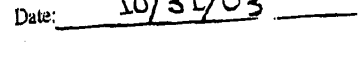
- A. be SBC Central Office based;
- B. be technologically enhanced over the existing Service;

- C. provide substantially the same functionality at the same location(s) as the existing Service; and
- D. be subject to a written agreement with SBC of a term at least equal to the term remaining on this Addendum at the time of termination, provided that SBC may charge Customer a non-recurring charge to be negotiated by the parties.

7. BUSINESS DOWNTURN

For purposes of this Addendum, the term "Business Downturn" is hereby defined to mean an unplanned, measurable change in business conditions affecting Customer's business that is outside of Customer's control and that materially and negatively affects Customer's need for the level of Services provided hereunder. In the event Customer, after the first eighteen (18) months of the term of this Addendum, is unable to fulfill its obligations for the quantity of services set forth in the schedules attached hereto due to a Business Downturn, and not due to a transfer of any portion of the Centrex Service to another provider, Customer and SBC shall negotiate appropriate and commercially reasonable changes to this Addendum, which may include adjustments to price, term, commitments, or a combination thereof. The parties shall continue performance under this Addendum while they are negotiating. Customer may request a Business Downturn assessment only once during the term of this Addendum.

IN WITNESS WHEREOF, SBC and Customer have caused this Addendum to be executed in their respective names.

By:  Name: 
SBC Global Services Inc.
By:  Name: 
Title: 
Date: 10/31/03 Date: 11/24/03

**SBC CENTREX SERVICE - OHIO
SERVICE CONFIGURATION**

1. SERVICE LOCATIONS

This SBC Centrex Service consists of fifty-two (52) separate Centrex Systems. The station counts set forth below are the station counts at the time of execution of this agreement, and do not represent a commitment for each location.



BTN	# of Stations	# of Trunk Equivalents	Area
[REDACTED]	41	5	C
[REDACTED]	36	4	C
[REDACTED]	35	4	D
[REDACTED]	50	6	C
[REDACTED]	9	2	D
[REDACTED]	32	4	D
[REDACTED]	4	2	D
[REDACTED]	5	2	D
[REDACTED]	27	3	D
[REDACTED]	16	2	D
[REDACTED]	13	2	D
[REDACTED]	25	3	D
[REDACTED]	7	2	D
[REDACTED]	3	2	D
[REDACTED]	8	2	C
[REDACTED]	16	2	D
[REDACTED]	53	6	D
TOTAL	1,232		

2. LINE COMMITMENT

Customer commits to maintaining a station count at least equal to eighty-five percent (85%) of the Total Stations set forth above, or 1,047 stations ("Ohio Commitment"). If Customer fails to maintain this Ohio Commitment in any billing month, SBC shall charge customer as though Customer had the Ohio Commitment in service, using the then-current average per line cost to determine the shortfall.

3. TERMINATION LIABILITY

In the event that Customer terminates this Schedule B for other than cause, then Customer shall be charged, as termination liability, the present value of the Ohio Commitment multiplied by the monthly line rate, multiplied by the number of months remaining in the term of this Schedule D at the time of termination. The present value will be calculated using SBC's current cost of capital as specified in department practices.

SBC CENTREX SERVICE - OHIO
CENTREX FEATURES

Standard Features on all Centrex Lines (except where noted):

Ameritech Centrex Mate
Call Diverting
Call Forwarding of Call Waiting Calls (*Not available for ISDN*)
Call Forwarding - Busy
Call Forwarding - Don't Answer
Call Forwarding - Variable
Call Hold
Call Pickup
Call Transfer (Intra-System) - All
Call Transfer (Inter-System) - Deluxe
Call Waiting/Cancel Call Waiting (*Not available for ISDN*)
Conference Calling 3 Way
Consultation Hold
Direct Inward Dialing (DID)
Direct Outward Dialing (DOD)
Distinctive Ringing and Call Waiting Tone
End to End Signaling
Equal Access for Inter MSA Calling
Hunting Arrangements
Intercom Calling
Message Waiting Indicator - Audible
Night Answer (All Versions) (*Not available for ISDN*)
Speed Calling - Short
Touch Tone
Transfer Calls to Restricted Station (*Not available for ISDN*)
Usage Billing by Line Number

Standard Features for Electronic Key and ISDN:

Analog Line Pickups (*Electronic Key only*)
Automatic Dial
Automatic Line Preselct
Blind Transfer with Recall Identification (*Electronic Key only*)
Call Forwarding per Key
Call Request
Call Request with Queue
Called Number Display
Caller ID (*ISDN only*)
Caller ID Intercom
Calling Reason Display
Directory Number Hunt with Call Waiting and Preferential Hunt (*Electronic Key only*)
Display Capability

Executive Busy Override
Executive Busy Override Exempt
Feature Buttons
Group Intercom
Increase Shared Directory Number (DN) Group Size (*ISDN only*)
Last Number Redial
Leave Message Activation
Listen On Hold
Make Set Busy
Make Set Busy except on Group Intercom (*Electronic Key only*)
Message Retrieval Display
Message Waiting Activation Control
Message Waiting Indication - Visual
Multiple Appearance Directory Number (MADN)
 Single Call Arrangement (SCA)
On Hook Dialing
Pickup Held Conference Call from Shared Directory Number (DN) Call Appearance
 (*ISDN only*)
Repeat Alert
Ring Again Idle Set
Ringing Options for MADN
Secondary MADN Call Forwarding
Set Inspect
Shared Directory Number (DN) Bridging with Conference Calls (*ISDN only*)
Short Hunt
Stop Hunt - Access Code
Terminal Management (*ISDN only*)
Time and Date Display

**SBC CENTERX SERVICE - OHIO
RATES AND CHARGES**

<u>Elements</u>	<u>Rate per system</u>	<u>USOC</u>	<u>Qty.*</u>
Service Establishment	\$5.00	CYAIX	52
<u>Rate per trunk equivalent</u>			
Message Usage Package	\$10.00	CPXHE	171
Central Office	\$5.35	CPXHF	171
Termination			
Network Access			
Area B	\$15.95	CPXHB	18
Area C	\$17.95	CPXHC	94
Area D	\$20.45	CPXHD	59
<u>Rate per line</u>			
Intercom			
Area B	\$3.50	CPXJB	119
Area C	\$7.40	CPXJC	634
Area D	\$10.05	CPXJD	308
Standard Centrex Line			
2-6 lines	\$5.65	NDC	42
7-24 lines	\$3.00	NDC	354
25-49 lines	\$2.85	NDC	427
50-99 lines	\$2.85	NDC	245
200-499 lines	\$2.85	NDC	164

The following rates are subject to change over the term of the Agreement, and are provided here merely as a convenience to Customer:

<u>Element</u>	<u>Rate per line</u>	<u>USOC</u>	<u>Qty.*</u>
Federal Access	\$5.38	9ZR	1,232
Federal Service Fee	\$0.05	9PZLX	1,232
911/E911	\$0.12	UXT++	1,232
LNP Charge	\$0.28	NSR	1,232
Telephone Number	\$0.25	SOT	1,232

* Quantities are as of contract execution, and may vary over the term of the Agreement.

All charges not set forth herein, including EUCI, Universal Service Fee, and taxes, shall be as set forth in the SBC Tariffs.

Non-Variable Term Payment Plan Rates and Charges

Network Access The Centrex station to PDX trunk equivalent schedule is used by Ameritech to determine the quantity of non-residence network access lines, PBX central

office terminations and PBX message usage packages required for each Centrex system. The rates and charges for these items are provided for in the Ameritech Tariff, P.U.C.O. NO. 1, Section 5, Paragraph 2.1.

Telephone Numbers Telephone Numbers are provided at the rates and charges specified in Section 8, Paragraphs 4 and 27 of the Ameritech Tariff, P.U.C.O. NO. 1.

Services and Equipment Charges (S&E) apply to establish service for Centrex station lines as provided for in Section 3 of the Ameritech Tariff, P.U.C.O. NO. 1. The current charge for Service Ordering, per location, per occasion is \$46.80; the current charge for Central Office Connection, per station termination is \$1.75; and the current charge for Line Connection, per station termination is \$3.35. These charges may vary over the term of the Agreement.

Program Change Charge is for a change of standard feature capabilities subsequent to the initial activation by Ameritech. The current nonrecurring charge is \$42.00 per line programmed. This charge may vary over the term of the Agreement.

PUCO Approval and Jurisdiction. Customer recognizes that the Agreement may be subject to review and approval by the Public Utilities Commission of Ohio ("PUCO"). If in the opinion of Ameritech such approval is required, then Ameritech will submit the Agreement to the PUCO after it has been executed by both parties. If the PUCO requires changes in the Agreement as a condition of approval, then the parties will meet, negotiate and, if agreement is reached, make the required changes by written amendment. If either of the parties determines that such changes are not consistent with its interests, it may terminate the Agreement. If the PUCO does not approve the Agreement (as submitted or amended as required by the PUCO), then the Agreement automatically terminates. In either event, neither party will be subject to any Termination Charges or to any other liability. Ameritech assumes full responsibility for determining whether the Agreement must be submitted to the PUCO.

Approval of this Agreement by the PUCO does not constitute a determination that the terms and provisions for termination, or any resulting termination liability, of the Agreement should be upheld in a court of law. PUCO approval of the termination liability language is not intended to indicate that the PUCO has approved any terms or provisions contained therein. Signatories of this Agreement are free to pursue whatever legal remedies they may have, should a dispute of this nature arise, subject to the provisions of this Agreement.