

AT&T COMMUNICATIONS

Adm. Rates and Tariffs

Bridgewater, NJ 08807

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TARIFF F.C.C. NO. 28

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Effective: January 6, 2012

**ACCESS SERVICES
CHECK SHEET**

The Title Page and Pages 1 through 17-9.1.2 inclusive of this tariff are effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown.

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2-3.2	1st	5-7	1	17-4.2.2	8 th
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2-5	2nd	13-3	4th	17-6	4 rd
2-5.1	2nd	13-4	4 th	17-7	5 th
2-5.1.1	Original	13-5	1st	17-7.1	19 th
2-5.2	1st	13-6	1st	17-7.1.1	17 th
2-5.3	2nd*	13-7	2nd	17-7.2	15 th
2-5.3.1	Original	13-8	1st	17-7.2.1	6 th
2-5.3.2	1st	13-9	2nd	17-7.2.2	1 st
2-6	2nd	13-10	2nd	17-7.2.3	5 th
2-6.1	3rd	14-1	1st	17-7.2.4	6 th
2-6.1.1	Original	14-2	Original	17-8	1 st
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2-8	1st	15-3	1 st	17-9.1.a	5 th
2-8.1	Original	15-4	2 nd	17-9.1.b	5 th
2-8.2	Original	15-5	2 nd	17-9.1.c	6 th
2-8.3	Original	15-6	2 nd	17-9.1.1	20 th
2-8.4	Original	15-7	Original	17-9.1.1.a	5 th
2-8.5	1st	16-1	1 st	17-9.1.1.b	Original
2-9	2nd	16-2	8 th	17-9.1.2	17 th
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2-10.1	2nd	16-4	Original		
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* New or Revised Page

2.3.9. Jurisdictional Report Requirements (continued)

2. Jurisdictional Audits - The Customer shall keep sufficient detail from which the percentages of use reported to the Company (or deemed by the Company to have been reported) can be verified and upon request of the Company make such records available for inspection and audit. The Customer shall supply the required data to the Company within 30 calendar days of the Company request. The Customer must maintain these records for 24 months from the date the report became effective for billing purposes.

Initiation of an audit will be at the sole discretion of the Company. The audit shall be performed by an independent party selected by the Company. An audit may be initiated by the Company for a single Customer no more than once per year.

In the event that an inspection or audit reveals that any Customer reported percentages of use were incorrect, the Company shall apply the inspection or audit result to all usage affected by the inspection or audit. The Customer shall be back billed or credited, for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Back billed amounts are subject to a late payment penalty as set forth in 2.4.2.C. following.

Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of charges to the Company of five (5) percent or more of the total Access Services or Network Interconnection Services bill, the Customer shall reimburse the Company for the cost of the audit. Proof of cost shall be bills, in reasonable detail, submitted to the Company by the auditor.

Within 15 days of completion of the auditor's report, the Company will furnish a copy of the audit results to the person designated by the Customer to receive such results.

2.3.10. Determination of Charges for Mixed Interstate and Intrastate Usage

A. Usage Sensitive Rate Elements - When the Customer's usage has mixed intrastate and interstate traffic, for that portion of the usage for which the Company is unable to determine the appropriate jurisdiction, the usage charges will be prorated between the intrastate and interstate. The jurisdictional percentages or default procedure set forth in 2.3.9. preceding, will serve as the basis for prorating the charges.

B. Monthly and Nonrecurring Chargeable Rate Elements - When the jurisdiction of the rate element can be determined by the Company the charges applicable to the appropriate jurisdiction will be applied. Rate elements for which the Company cannot determine the appropriate jurisdiction will be prorated between intrastate and interstate. The jurisdictional percentages or default procedure set forth in 2.3.9. preceding, will serve as the basis for prorating the charges.

C. VoIP - PSTN Traffic - This section applies to VoIP-PSTN Traffic exchanged between the Company and the customer in time division multiplexing ("TDM") format that originates and/or terminates in Internet protocol ("IP") format. VoIP-PSTN traffic originates and/or terminates in IP format if it originates from and/or terminates to an end-user customer of a service that requires Internet protocol-compatible customer premises equipment. The Switched Access rate elements in this tariff for both usage and facilities apply to any VoIP - PSTN traffic. (1)

(1) Although the Company has taken the position that this tariff, by its own terms, already applies to VoIP-PSTN traffic, as defined herein, the Company has included this section in the tariff out of an abundance of caution to prevent any claim that it does not so apply, and to implement the decision by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order") that VoIP-PSTN access traffic should be exchanged at interstate access rates (unless the parties have agreed otherwise). By its terms, the FCC Order is prospective only and does not address preexisting law with regard to the applicability of intercarrier compensation or the enhanced service providers ("ESP") exemption to VoIP-PSTN Traffic. Including this section in the tariff in no way alters or otherwise affects the applicability of this tariff to VoIP-PSTN Traffic before the effective date of the FCC Order.

(N)

(N)

2.7. DEFINITIONS (continued)

Communications System - The term "Communications System" denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

Company - Any of the concurring, connecting, or other participating carriers joining in this tariff. (N)
(N)

Customer(s) - The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this tariff.

Customer Premises - The term "Customer Premises" denotes the premises designated by the Customer for the provision of Access Service.

Dial Around Service - Dial Around Service allows an End User to reach a non-presubscribed Interexchange Carrier via dialing 10XXX or 101XXXX.

DLS End Office - The term "DLS End Office" means an End Office used in connection with the provision of the AT&T Digital Link Service offering pursuant to the Company's Local Exchange Service tariff.

DLS End User - The term "DLS End User" means an End User which purchases the AT&T Digital Link Service offering pursuant to the Company's Local Exchange Service tariff.

DS1 Facility - The term "DS1 Facility" denotes a facility that is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice-frequency transmission paths.

DS3 Facility - The term "DS3 Facility" denotes a facility that is capable of transmitting electrical or optical signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths.

End Office - The term "End Office" denotes a Company switching system where Local Exchange Service customer station loops (including dedicated digital links from a DLS End User) are terminated for purposes of interconnection to each other and to trunks.

End User - The term "End User" means any customer of an interstate or foreign telecommunications service that is not a carrier, except that a carrier other than a telephone company shall be deemed to be an "End User" when such carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an "End User" if all resale transmissions offered by such reseller originate on the premises of such reseller.

Exchange - The term "Exchange" denotes a unit established by the Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. The exchange includes any Extended Area Service area that is an enlargement of the Company's exchange area to include nearby exchanges.