2010-00015



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January 6, 2010

Mr. Jeff Derouen Executive Director Public Service Commission 211 Sower Boulevard P. O. Box 615 Frankfort, KY 40602

Re: Filing of Agreement and Request for Expedited Approval

Dear Mr. Derouen:

Enclosed for filing is a CD-ROM containing the following Agreement. The document has been electronically filed with the Commission.

Cincinnati Bell Any Distance, Inc. Interconnection Agreement 01074-AT ØI

Cincinnati Bell Any Distance, Inc. has requested that approval of this Agreement be expedited.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Marv K. Kever

Enclosure

767813



General Terms and Conditions Page 43 of 54 AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY; AT&T MICHIGAN, AT&T NORTH CAROLINA, AT&T TENNESSEE, AT&T TEXAS CINCINNATI BELL ANY DISTANCE INC. Version: 3Q08 – CLEC ICA - All Traffic 09/10/08

20.3 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Sandy Bowling Director - Long Distance Services
STREET ADDRESS	221 E 4th Street, Room 1280
CITY, STATE, ZIP CODE	Cincinnati, OH 45201
FACSIMILE NUMBER	(513) 421-1367
PHONE NUMBER*	(513) 397-1354

	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard St. 9 <sup>th</sup> floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	(214) 464-2006

- 20.4 \*Informational only and not to be considered as an official notice vehicle under this Section.
- 20.5 Either Party may unilaterally change its designated contact name, address, and/or facsimile number for the receipt of notices by giving written Notice to the other Party in compliance with this Section 20.0. Any Notice to change the designated contact name, address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- 20.6 <u>AT&T-22STATE</u> communicates official information to CLECs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T CLEC Online website, inclusive of a variety of subjects including changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
- 20.7 CLEC may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.

## 21.0 Publicity and Use of Trademarks or Service Marks

- 21.1 Neither Party nor its subcontractors or agents shall use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures that imply endorsement by the other Party or any of its employees without such first Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly.
- 21.2 Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, logos, proprietary trade dress or trade names of the other Party in any advertising, press releases, publicity matters, marketing and/or promotional materials or for any other commercial purpose without prior written approval from such other Party.

## 22.0 <u>Confidentiality</u>

- 22.1 Both Parties agree to treat Proprietary Information received from the other in accordance with the provisions of Section 222 of the Act.
- 22.2 Unless otherwise agreed, the obligations of confidentiality and non-use do not apply to such Proprietary Information that: