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## A2. GENERAL TERMS AND CONDITIONS

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## A2. GENERAL TERMS AND CONDITIONS

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### A2.1 Application

The *terms and conditions* specified herein are applicable to all communication services offered in this *Guidebook* by BellSouth Telecommunications, Inc., hereinafter referred to as the Company. Additional *terms and conditions*, where applicable, pertaining to specific service offerings accompany such offerings in various sections of this *guidebook*.

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### A2.2 Limitations And Use Of Service

#### A2.2.1 Use Of Subscriber's Service

##### A. Restricted to Authorized Users

Equipment, facilities, and services are furnished to the subscriber for use by the subscriber.

(T)

1. The subscriber's service may be shared with, but not resold to the following individuals as authorized by the subscriber for that specific service:
  - a. Members of the subscriber's domestic establishment;
  - b. Employees, agents, or representatives of the subscriber;
  - c. Joint Users sharing in the use of the subscriber's service (Obsoleted 03-11-87, See Section A103);
  - d. Members of clubs at the specified club locations;
  - e. Patients of hospitals, nursing homes, or rest homes at those establishments;
  - f. Students living in quarters furnished by the school, college, or university which subscribes to the service;
  - g. Persons temporarily subleasing the subscriber's residential premises;
  - h. Transient public in connection with the use of reservation service at airport terminals for use by the general public.

##### B. Limitations on Resale of Service

Unless otherwise specified, service furnished by the Company is intended only for communications in which the subscriber or authorized user has a direct interest. Most services specified in this *guidebook* are available for resale, except as otherwise noted in this *guidebook*, by Competitive Local Exchange Carriers (CLECs) which are certificated by the Kentucky Public Service Commission and such services are subject to the terms and conditions specified in this *guidebook*.

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## **A2. GENERAL TERMS AND CONDITIONS**

(T)

### **A2.2 Limitations And Use Of Service (Cont'd)**

#### **A2.2.1 Use Of Subscriber's Service (Cont'd)**

- C. Hotels or motels may provide telephone service to their guests or patrons as long as the service is provided as specified in A2.3.2 and A3.20.
- D. In view of the fact that the subscriber has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because of unavailability of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.
- E. Traffic Reports as described in A32.1.4.B., may be requested for use by Enhanced Service Providers (ESPs) and Customer Premise Equipment (CPE) vendors when utilized for evaluation and engineering purposes and not provided to the end user. When a Traffic Report is requested by an ESP or CPE vendor, a study time will be determined based on availability of equipment utilized for this offering. The offering is provided on a per-report basis and will consist of a one-week analysis of the customer's central office based facilities. These reports vary based on central office types and equipment availability.

#### **A2.2.2 Establishment Of Identity**

- A. The calling party shall establish his identity in the course of any communication as often as may be necessary.
- B. The calling party shall be solely responsible for establishing the identity of the person or station with whom connection is made at the called location.

#### **A2.2.3 Customer-Provided Terminal Equipment And Customer-Provided Communications Systems**

Customer-provided terminal equipment may be used, and customer-provided communications systems may be connected with the facilities furnished by the Company for Telecommunications Services as provided in Section A15.

(T)

#### **A2.2.4 Accessories Provided By The Subscriber**

Accessories which aid a subscriber's convenience in his use of the facilities of the Company in the service for which they are furnished under this *guidebook* are permissible provided any such accessory so used would not endanger the safety of Company employees or the public; damage, require change in or alteration of, or involve direct electrical connection to the equipment or other facilities of the Company; or interfere with the proper functioning of such equipment or facilities; or impair the operation of the telecommunications system or otherwise injure the public in its use of the Company's services.

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## **A2. GENERAL TERMS AND CONDITIONS**

(T)

### **A2.2 Limitations And Use Of Service (Cont'd)**

#### **A2.2.5 Broadcast Of Recordings Of Telephone Conversations**

The broadcasting of a recording of a telephone conversation during the period of recording is permissible provided that, in the interest of protecting the privacy of telephone service, the recording is made in accordance with the *terms and conditions* governing connection with subscriber-provided voice recording equipment.

(T)

#### **A2.2.6 Recorded Public Announcements**

Use of Company facilities or service in connection with Automatic Announcement Service, Automatic Answering and Recording Service, Recorder-Coupler Service or miscellaneous devices for recorded public announcements are subject to the following conditions:

- A. For purposes of identification, subscribers to telephone service who transmit recorded public announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided.
- B. Local Dial-It Service subscribers and subscribers transmitting factual public announcements such as time, stock market quotations, airline schedules and similar information are excluded from the preceding condition.
- C. Private telephone numbers will not be furnished for use with recorded public announcements.
- D. Failure to comply with the provisions of this *guidebook* shall be cause for termination of the service.

(T)

(T)

#### **A2.2.7 Limited Communication**

The Company reserves the right to limit the length of communication when necessary because of a shortage of facilities caused by emergency conditions.

#### **A2.2.8 Transmitting Messages**

The Company will not transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections. Employees of the Company are forbidden to accept either oral or written messages to be transmitted over the facilities of the Company, except where the Company transmits messages for Telecommunications Devices for the Deaf (TDD).

Where the Company transmits messages through the Kentucky Relay Center, the Company shall not be liable for errors in translating, transmitting, receiving, or delivering messages by telephone, TDD or any other instrumentality over the facilities of the Company, connecting utilities or through the Kentucky Relay Center, in the absence of gross negligence or willful misconduct.

#### **A2.2.9 Unlawful Use Of Service**

The service is furnished subject to the condition that it will not be used for an unlawful purpose. The Company may discontinue service or refuse to furnish service when it has reasonable grounds to believe that such service is being used or will be used in violation of the law. Reasonable grounds may include but is not limited to an order, provided by law enforcement officials to the Company, from a court of competent jurisdiction in which the court finds that the service is being used or will be used in violation of the law and should be terminated.

## A2. GENERAL TERMS AND CONDITIONS

(T)

### A2.2 Limitations And Use Of Service (Cont'd)

#### A2.2.10 Cancellation Of Service For Cause

A. The Company may with notice or without notice, either suspend service or terminate the subscriber's contract without suspension of service or following a suspension of service, disconnect the service and remove any of its equipment from the subscriber's premises upon:

1. Without Prior Notice<sup>1</sup>

a. Abandonment of the service.

b. (DELETED)

c. Impersonation of another with fraudulent intent.

d. (DELETED)

e. (DELETED)

f. Use of service in such a way as to impair or interfere with the service of other subscribers; such improper use includes, but is not limited to, the use of telephone service by a subscriber or with his permission in connection with a plan or contrivance to secure a large volume of telephone calls to be directed to such subscribers at or about the same time which may result in preventing, obstructing, or delaying the service of others.

g. Abuse or fraudulent use of service; such abuse or fraudulent use includes:

(1) the use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for the service;

(2) the obtaining or attempting to obtain, or assisting another to obtain or to attempt to obtain, Long Distance Message Telephone Service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service;

(3) the use of service or facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another;

(4) the use of profane or obscene language;

(5) the use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

2. With Notice

The reason for such suspension or termination shall be specified in the written notice as stipulated in A2.3.17 and A2.4.3 of this *guidebook*. (T)

a. Nonpayment of any sum due for exchange, long distance or other services.

b. Failure of a subscriber to make suitable deposits as required by this *guidebook*. (T)

c. Listening in on party line conversations. (M)

d. Any other violation of the Company's *terms and conditions*. (T)(M)

**Note 1:** Within twenty-four (24) hours after such termination, the Company shall send written notification to the customer of the reason for termination or refusal of service.

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**A2. GENERAL TERMS AND CONDITIONS**

(T)

**A2.2 Limitations And Use Of Service (Cont'd)****A2.2.10 Cancellation Of Service For Cause (Cont'd)**

(M)

- B. The Company reserves the right to cancel any contract for service with and to discontinue service to any person who uses or permits the use of obscene, profane or grossly abusive language over or by means of the Company's facilities, and who, after reasonable notice fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.
- C. Denial and Restoral of Service  
The Company reserves the right to terminate the service of any mobile unit which regularly places more calls through one particular Foreign Base Station than through its Base Station of Registry.

**A2.2.11 Misuse Of Directory Assistance Service**

The Company may limit or refuse the use of Directory Assistance to obtain a subscriber's listed name, address or telephone number for any purpose other than to facilitate the making of a call.

**A2.2.12 Reserved For Future Use****A2.2.13 Reserved For Future Use**



## A2. GENERAL TERMS AND CONDITIONS

(T)

### A2.2 Limitations And Use Of Service (Cont'd)

#### A2.2.14 Billed Number Screening

Billed Number Screening will be furnished at the Company's option, and upon agreement by the customer to control instances of fraud associated with billed to third party<sup>1</sup>, and/or collect calls<sup>1</sup>. This service may also be furnished in response to a customer request.

#### A2.2.15 Reserved For Future Use

#### A2.2.16 Kentucky Relay Center Restrictions

(M)

- A. The following calls may not be placed through the Kentucky Relay Center:
1. Calls to 700, 976, and 900 numbers
  2. Calls to time or weather recorded messages
  3. Calls to other informational recordings
  4. Station sent paid calls from coin telephones
  5. Operator handled conference service and other teleconference calls

(M)

### A2.3 Establishment And Furnishing Of Service

(M)

#### A2.3.1 Availability Of Facilities

- A. The Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the provision of such service. (M)
- B. The rates and charges quoted in this Guidebook provide for the furnishing of service and facilities where suitable facilities are available, or when the construction of the necessary facilities does not involve excessive costs.
- C. When excessive costs are involved for the construction of facilities, charges for such construction will be determined in accordance with the *terms and conditions* as set forth in Section A5., "Charges Applicable Under Special Conditions," except as otherwise specified. (T)
- D. The economical operation of the telephone business, for the benefit of the whole body of rate payers and to the business itself may require changes in wire center boundaries. The rates for service furnished to customers affected when such changes take place will be recalculated based on the application of the approved methods of applying charges and the customer will be informed of any increase or decrease in their rates at the time of the change.
- E. Exchange Boundary Administration Procedures

##### 1. Intra-company Procedures

Beginning on April 8, 1989, the following procedures will be used with respect to establishing intra-company boundaries of exchange areas.

- a. Where the boundary line of an area follows along one side of a road, a building which has an entrance to that road at a point where that road is included in that area, is considered to be in that area, regardless of the geographical location of such building.
- b. Where the boundary line of an area follows along the center of a road, a building which is located on the side of the road included in that area and which has an entrance to that road at a point where that side of the road is included in that area, is considered to be in that area, regardless of the geographical location of such building. (M)
- c. Where the boundary line of an area follows along the boundary line of a subdivision, a private property line, a line which is shown on the map as being a stated distance from a given point, a railroad, a river or a creek, a building which has an entrance to a road at a point where that road is included in that area, is considered to be in that area, regardless of the geographical location of such building. (M)
- d. Where a building has entrances into more than one area, the principal entrance shall determine the area in which such building is considered to be located in accordance with a., b. or c. In no case shall such building be considered to be located in more than one area. (T)(M)
- e. All units of a multi-unit building, such as a two family house, an apartment house, or an industrial building, are considered to be in the same area. (M)

**Note 1:** Effective March 19, 2016, Collect, Person to Person, Bill to a Third Number calls, Local Verification/Interruption Service and Zero Minus (0-) Charging services are discontinued.

**Page 4.0.1 is hereby deleted in its entirety and removed from this Guidebook.**

(N)

## A2. GENERAL TERMS AND CONDITIONS

### A2.3 Establishment And Furnishing Of Service (Cont'd)

#### A2.3.1 Availability Of Facilities (Cont'd)

##### E. Exchange Boundary Administration Procedures (Cont'd)

##### 1. Intracompany Procedures (Cont'd)

- f. All buildings and premises of a subscriber on his continuous property are considered to be in the same area.
- g. All buildings and premises on the continuous property of a common endeavor, such as an estate, amusement park, or airport, are considered to be in the same area as the owner or operator of the common endeavor. Each occupant of such building or premises may subscribe to his own service; however, this procedure is applicable to every occupant of such building or premises, whether or not a part of or concerned in the common endeavor.
- h. In developments, such as trailer parks, tourist camps, and housing projects, where the buildings, trailers, or other structures are occupied by persons who are not a part of a common endeavor, private streets, roads, and driveways in such developments are considered, under the provisions of the preceding paragraphs, to be public roads for the purpose of determining the road to which a building, trailer or other structure has an entrance. Each building, trailer and other structure is considered separately for the purposes of determining the area from which it will be served.

##### 2. Intercompany Procedures

Beginning on April 8, 1989, the following procedures will be used with respect to establishing intercompany boundaries of exchange areas. Intercompany exchange boundaries will be administered according to the geographical location of the customer's principal premises except in the following cases:

- a. All units of a multi-unit building, such as a two family house, an apartment house, or an industrial building, are considered to be in the same area.
- b. All buildings and premises on the continuous property of a common endeavor, such as an estate, amusement park, or airport, are considered to be in the same area as the owner or operator of the common endeavor. Each occupant may subscribe to his own service; however, this procedure is applicable to every occupant of such buildings or premises, whether or not a part of or concerned in the common endeavor.

- F. The Company may discontinue certain Company services in geographic areas for which the Company has no customers subscribing to those services. (N)

#### A2.3.2 Flat, Measured<sup>1</sup> And Message<sup>1</sup> Rate Service

- A. When Flat, Standard Measured, Low-Use Measured, Message rate or Area Calling Service types of service are offered in an area, an applicant may, at his option, select either type of service or combination of services for the applicant's private residence location.

An applicant at a business location may select either flat, measured or message rate service when they are available in the exchange. However, a combination of these different types of services will not be furnished to the same subscriber at the same business location. Different applicants at the same business location, even in the same office, may each subscribe to a different type of service as long as each applicant has a different account and the applicants do not share a communication or other key-type system. The exceptions to the mixing restrictions for business locations are listed following:

- 1. To hotel and hospital premises where Flat Rate Service may be provided for the exclusive use of hotel or hospital management, in addition to the Area Calling Service, Measured or Message Service ordinarily provided in guests' or patients' rooms and lobbies, or Flat Rate Service may be provided in guests' or patients' rooms in addition to Flat Rate Service for management use in hotels and hospitals. This exception does not permit the combining of Area Calling Service, Measured and Message Rate Trunks. Guests or patients may contract separately for one of the services that may otherwise be available to them.
- 2. To premises where pay telephones may properly be located.
- 3. To premises where Back-Up Line service may properly be located with flat rate primary line service.
- 4. To premises where Flat Rate Service is used for voice transmission and usage rate service is used for transmission of medical information only, for emergency purposes only, for answering machines only, for fax machines only, or for computer data communications only, and the usage lines are not part of the primary voice system at that location. It shall also apply for premises where usage service is used for voice transmission and flat rate service is used for the same purposes stated above.
- 5. To premises where toll terminals are located.
- 6. To premises which have Premium Area Calling Service and request Business Flat Rate Service for additional lines or which have Business Flat Rate Service and request Premium Area Calling Service for additional lines.

**Note 1:** Business only.

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**A2. GENERAL TERMS AND CONDITIONS**

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**A2.3 Establishment And Furnishing Of Service (Cont'd)**

(M)

**A2.3.3 Party Line Service**

- A. Individual Line Residential and Individual Line Business Services are the only grades of service offered by the Company for permanent Basic Local Exchange Service. Effective July 10, 1993, all existing Two-Party Line Residential customers were grandfathered. Two-Party Line Residential Service is no longer available to new subscribers and transfer of service subscribers. Effective January 24, 1994, the Company will begin a program to upgrade two-party customers to individual line service. Customers will be notified prior to their service being changed. When upgraded, residential customers will be allowed to continue paying two-party zone charges (see Section A103.9) until one of the following occurs: transfer of service to new location; additional line(s) added; or requested relocation of Company facilities.

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**A2. GENERAL TERMS AND CONDITIONS**

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**A2.3 Establishment And Furnishing Of Service (Cont'd)****A2.3.3 Party Line Service (Cont'd)**

- B. The Company reserves the right to cancel any existing Party Line Service, upon thirty days notice, whenever in the judgment of the Company the use of the party line subscriber is such, from high volume of use, other failure to fairly share the line, listening in on party line conversations, or other causes, as to interfere with the reasonable use of the other party connected with the same line.

**A2.3.4 Reserved For Future Use****A2.3.5 Application For Service**

- A. Any applicant for service may be required to sign an application form requesting the Company to furnish the service in accordance with rates, charges, *terms and conditions* from time to time in force and effect. (T)
- B. The Company reserves the right to refuse service to any applicant who is found to be indebted to the Company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. The Company may also refuse to furnish service to any applicant desiring to establish service for former subscribers of the Company who are indebted for previous service, regardless of the listing requested for such service, until satisfactory arrangements have been made for the payment of such indebtedness.
- C. If service is established and it is subsequently determined that either condition in paragraph A2.3.5.B exists, the Company may suspend or disconnect such service until satisfactory arrangements have been made for the payment of the prior indebtedness.
- D. When additions, rearrangements, relocations or modification of service and equipment requested by a customer or applicant are canceled in whole or in part or are unduly delayed by or at the request of the customer or where the customer or applicant modifies his request for service and equipment so that additional costs are incurred by the Company, charges specified in Section A5 apply in addition to regular Guidebook rates and charges.

**A2.3.6 Application Of Rates For Business And Residence Service**

- A. In general, business rates apply at business locations and residence rates apply at residence locations, as illustrated by situations described in B. and C. (T)

## **A2. GENERAL TERMS AND CONDITIONS**

### **A2.3 Establishment And Furnishing Of Service (Cont'd)**

#### **A2.3.6 Application Of Rates For Business And Residence Service (Cont'd)**

- B.** Business rates apply for:
1. Offices, stores, factories, mines, and all other places of a strictly business nature.
  2. Offices of hotels, boarding houses, and apartment houses; colleges, quarters occupied by clubs and fraternal societies, public, private or parochial schools, hospitals, nursing homes, libraries, churches, and other institutions. For the purpose of this guidebook, a boarding house is defined as a structure where rooms are rented or boarders taken.
  3. Tool houses or construction offices of contractors engaged in the reconditioning or remodeling of any structure whether the structure is to be used for business or residence purposes upon completion of the work.
  4. Services provided pursuant to Section A27.1, "Sharing and Resale of Basic Local Exchange Service", even though residence listings may apply for listings provided for Sharing and Resale Clients. (T)
  5. Service terminating solely on the secretarial facilities of a telephone answering bureau.
  6. Service listed in the business section of the Company's *Listing Information System*. (T)
  7. WatsSaver service which is consolidated from separate locations and may include residential intrastate intraLATA toll usage.
- C.** Residence rates apply for:
1. Private residence locations which have up to and including ten (10) lines which do not employ business listings in the Company's *Listing Information System*. For this application, the subscriber may have up to three (3) of those lines in a grouping or hunting arrangement. Special construction charges may be applied to recover additional costs as specified in Section A5. (T)
    - a. If a subscriber requires more than ten (10) lines at a residence location, business service rates shall apply for all lines in excess of the initial ten (10) lines.
    - b. If a subscriber requires more than three (3) lines in a grouping or hunting arrangement at a private residence location, business rates shall apply for all lines in the arrangement and business grouping rates shall apply for all lines in the arrangement. Residence service lines and business service lines can not be placed in the same grouping or hunting arrangement.
    - c. Effective March 24, 1997, existing subscribers with more than ten residence service lines and/or more than three (3) lines in a rotary or hunting arrangement at their residence location shall be allowed to retain their existing service. However, if these existing subscribers require additional lines for their residence location, the additional lines shall have business service rates. If they request a move of their existing service to a new residence location, business service rates shall apply for all lines over the initial ten lines.
    - d. If these existing subscribers have more than three (3) lines in a grouping or hunting arrangement and require additional lines in that arrangement, either at the same residence location or at a new residence location, all lines in the arrangement shall have business service line rates and business grouping rates. Residence service lines and business service lines can not be combined in the same grouping or hunting arrangement.
    - e. A residence service grouping or hunting arrangement shall not be allowed to rotary or hunt to another residence or business grouping or hunting arrangement at the same location or at a different location. A business service grouping or hunting arrangement at a residence location shall not be allowed to rotary or hunt to a residence grouping or hunting arrangement at the same location or at a different location. A business grouping or hunting arrangement shall be allowed to rotary or hunt to another business grouping arrangement at a residence location.
  2. Subscribers residing in private apartments in hotels, clubs, hospitals, and boarding houses who request their own individual residential service when business listings are not employed.

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**A2. GENERAL TERMS AND CONDITIONS**

(T)

**A2.3 Establishment And Furnishing Of Service (Cont'd)****A2.3.6 Application Of Rates For Business And Residence Service (Cont'd)****C.** (Cont'd)

3. Secretarial line terminations of residence main service terminating as extension lines on the premises of a telephone answering bureau.
4. Volunteer fire departments or other entities eligible for aid under KRS 278.172.
5. Subscribers residing in college sorority or fraternity houses who order their own individual residence service for their rooms.

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**A2. GENERAL TERMS AND CONDITIONS**

(T)

**A2.3 Establishment And Furnishing Of Service (Cont'd)****A2.3.6 Application Of Rates For Business And Residence Service (Cont'd)**

- D. If a subscriber's service changes from business service to residence service, the telephone number must be changed. Reference of calls will not be provided regardless of how long the existing Directories will remain in effect. Service Charges, which apply for such changes, are quoted in Section A4.
- E. Changes from residence to business service may be made without change in telephone number, if the subscriber so desires. Service Charges, which apply for such changes, are quoted in Section A4.

**A2.3.7 Transfer Of Service Between Subscribers**

- A. At the Company's discretion, service previously furnished one subscriber may be assumed by a new subscriber if the new subscriber willingly assumes all existing financial responsibility for the account once such service has been cancelled or abandoned by the previous subscriber providing there is no lapse in the rendition of service. After the new subscriber assumes financial responsibility, all future bills will be rendered to the new subscriber. Service Charges, as specified in Section A4 will apply as appropriate. A Service Charge will not apply when transferring the service to the remaining spouse or roommate in the event of divorce or death of a spouse or in the event of separation or death of a roommate.
- B. After the new subscriber assumes financial responsibility, the new subscriber may retain the existing telephone number if the Company deems such a transfer appropriate and if the previous subscriber consents or if the previous subscriber has abandoned the service.

**A2.3.8 Initial Service Periods**

- A. Unless otherwise specified, the initial service period for all services offered in this Guidebook is one month commencing with the date of installation of the service.
- B. For manual cordless and non-multiple systems and Centralized Incoming PBX Service on a station contract basis the initial service period is one month.
- C. For all other services furnished with initial service periods exceeding one month, the applicable initial service period is the number of months indicated in brackets following the basic termination charge listed in that Section of this Guidebook containing the service offered.
- D. The initial service period relates to each applicable unit of service, either on the initial or subsequent installations.

**A2.3.9 Floor Space, Electric Power And Operating At The Subscriber's Premises**

- A. The subscriber is responsible for the provision and maintenance, at his expense, of all suitable space and floor arrangements, including but not limited to adequate lighting and temperature control, required on his premises for communication facilities provided by the Company in connection with services furnished to the subscriber by the Company. Any power outlets and commercial power required for the operation of such facilities shall be provided by, and at the expense of the subscriber.
- B. All operating required for the use of communications facilities provided by the Company at the subscriber's premises will be performed at the expense of the subscriber, and must conform with the operating practices and procedures of the Company to maintain a proper standard of service.

(M)

## **A2. GENERAL TERMS AND CONDITIONS**

### **A2.3 Establishment And Furnishing Of Service (Cont'd)**

#### **A2.3.10 Provision And Ownership Of Equipment And Facilities**

- A. Equipment and facilities furnished by the Company on the premises of a subscriber or authorized user of the Company are the property of the Company and are provided upon the condition that such equipment and facilities, except as expressly provided in this *guidebook*, must be installed, relocated and maintained by the Company and that the Company's employees and agents may enter said premises at any reasonable hour to make collections from coin boxes, to install, inspect or repair any part of the Company's equipment and facilities on the subscriber's premises, or upon termination or cancellation of the service, to remove such equipment and facilities. (T)
- B. Subscribers may not disconnect or remove or permit others to disconnect or remove any apparatus installed by the Company, except upon consent of the Company.
- C. Equipment and facilities furnished by the Company shall, upon termination of service from any cause whatsoever, be returned to it in good condition, reasonable wear and tear thereof expected. (M1)

#### **A2.3.11 Provision And Ownership Of Directories**

Telephone directories distributed from time to time by the Company remain the property of the Company and shall be surrendered upon request. Telephone directories should not be mutilated or misused in any manner which impedes reference to essential service information or otherwise interferes with service.

#### **A2.3.12 Provision And Ownership Of Telephone Numbers**

Telephone numbers are the property of the Company and are assigned to the service furnished the subscriber. The subscriber has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the subscriber, whenever the Company deems it necessary to do so in the conduct of its business.

#### **A2.3.13 Maintenance And Repairs**

- A. All ordinary expense of maintenance and repairs, unless otherwise specified in this *guidebook*, is borne by the Company. (T)
- B. In case of damage, loss, theft, or destruction of any of the Company's property due to the negligence or willful act of the subscriber or other persons authorized to use the service, and not due to ordinary wear and tear or causes beyond the control of the subscriber, the subscriber shall be required to pay the expense incurred by the Company in connection with the replacement of the property damaged, lost, stolen, or destroyed, or the expense incurred in restoring it to its original condition.

#### **A2.3.14 Company Facilities At Hazardous Or Inaccessible Locations**

- A. Where new or additional service is to be established at a location that would involve undue hazards, or where accessibility is impracticable, to employees of the Company, the subscriber may be required to install and maintain all facilities. (T)

Where new or additional service is to be established at a location that has a hazardous electrical environment (e.g., an electric power substation or generating plant or a high voltage transmission tower, switching or distribution location), the customer must have high voltage isolation equipment installed at such premises whenever hazardous voltages of 1000V peak-asymmetrical or greater exist prior to the installation of service. If the customer is aware that its premises are located where such hazardous voltages exist, the customer must notify *the Company* of this fact at the time its order for service is placed. *The Company* makes high voltage isolation equipment that complies with the Institute of Electrical and Electronics Engineers ("IEEE") Standards 487 and 1590 available to its customer under Special Assembly. (T)

The customer may elect to provide high voltage protection by means other than Special Assembly and if customer so elects, the equipment used must meet the technical requirements specified in IEEE Standards 487 and 1590 and the customer shall submit its proposed design and equipment specifications to *the Company* for *the Company's* approval prior to installation of service. Where the customer has elected to select, install, use and maintain its own high voltage protection equipment, the customer does so with the understanding that it is solely responsible for any interruption of *the Company's* service associated with its selection, installation, use or maintenance of the high voltage protection. Furthermore, the customer, its employees, agents, officers, directors, affiliates, successors and assigns agree to indemnify and hold BellSouth, its subsidiaries, affiliates and their collective employees, agents, officers, and directors harmless from all loss, liabilities, costs and expenses, including attorneys' fees and all costs of defense and settlement, resulting from interruption of service, damage to property, claims, demands, suits or actions of any nature whatsoever arising from the failure of the high voltage protection selected, installed, used or maintained by the customer. (T)

*The Company* reserves the right to suspend any service it provides absent required high voltage protection until adequate protection is provided. (T)(M2)

Standard intervals do not apply for service ordered where voltage isolation equipment is required and must be installed prior to installation of new or additional service. (T)(M2)



## **A2. GENERAL TERMS AND CONDITIONS**

(T)

### **A2.3 Establishment And Furnishing Of Service (Cont'd)**

#### **A2.3.14 Company Facilities At Hazardous Or Inaccessible Locations (Cont'd)**

- B.** All customer-provided equipment and facilities must be constructed and maintained in a manner satisfactory to the Company and must be in compliance with all of the *terms and conditions* set out in this *guidebook* for the connection of customer-provided terminal equipment and communications systems. Failure by the customer to comply with these requirements will result in disconnection of the service.

(M)

(T)

#### **A2.3.15 Work Performed Outside Regular Working Hours**

The rates and charges specified in this *guidebook* contemplate that all work in connection with furnishing or rearranging service be performed during regular working hours. Additional charges which may apply for work performed outside regular working hours are set out in Section A5.

(T)

#### **A2.3.16 Suspension Of Business And Residence Service**

##### **A.** General

1. Upon request, a subscriber to business or residence service may arrange for the temporary suspension of such service. Suspension of service is available, where not prohibited by the Company's *service publications*, on a subscriber's complete service or on such portion thereof the use of which can be suspended.
2. When the period of suspension is less than one month, the regular charges for the full month of service shall apply. For the purpose of administering this *condition*, every month is considered to have 30 days.
3. When a complete service, or portion thereof which is suspended, is subject to an initial service period of more than one month, the basic termination charge applicable thereto will be reduced at one-half the normal full rate of reduction while the service is on a suspended basis and the initial service period is extended by one-half for each month of suspension.
4. In connection with complete suspension of service, local or long distance service is not furnished during the period of suspension. At the request of the subscriber, inward calls to a station line at which service is suspended may be referred to the number of another station line in the same or a distance exchange.
5. The charge for the total suspension period may be collected in advance.
6. There is no reduction in the charge for foreign central office line mileage and foreign exchange line mileage during the period of suspension.
7. There is no reduction in the recurring charge for Back-Up Line during the period of suspension.

(T)

(T)

##### **B.** Application Of Charges

##### 1. Main Station Service

The charge for basic exchange line service and associated optional services and features during the period of suspension is 50 percent (**50%**) of the rate regularly charged, except as provided in service-specific sections of this *guidebook*, as specified in *paragraphs A and B.4*, and except where the subscriber is an emergency oriented organization that meets the following criteria:

(T)

- a. The primary mission of the organization is the preservation of life or property;
- b. The organization is government funded;
- c. The use of the suspended service is limited to emergency situations and kept on a standby basis during non-emergency times, except during maintenance testing by the subscriber.

The maximum number of suspendable main station lines at a customer's site will be limited to thirty (30) lines at no charge for the qualifying emergency organization.

Where specified in other sections of this *guidebook*, optional services associated with the basic exchange line can be suspended at no recurring charge during the period of suspension. Other restrictions in service-specific *service publications* shall still apply. Service charges will continue to apply as specified in Section A4.

(T)

## A2. GENERAL TERMS AND CONDITIONS

(T)

### A2.3 Establishment And Furnishing Of Service (Cont'd)

#### A2.3.16 Suspension Of Business And Residence Service (Cont'd)

- B.** Application Of Charges (Cont'd)
2. ESSX service, ESSX-1 and PBX Services
    - a. The charge for ESSX service, ESSX-1 and PBX Services is 50 percent (50%) of the rates regularly charged, except as modified in *paragraphs* A2.3.16.B.2.b., A2.3.16.B.2.d. and A2.3.16.B.4. (T)
    - b. The minimum charge for any 12 consecutive months shall not be less than three-fourths of the total charge for full service during the 12 month period. (T)
  3. (DELETED)
  4. Related Services Furnished in Connection with Preceding Services
 

Except as modified elsewhere in the Company's *service publications*, the charge during the period of suspension for other services offered in the *Company's service publications* furnished in connection with the preceding services is 50 percent (50%) of the rate regularly charged. (T)

#### A2.3.17 Termination Of Service

- A.** Termination of Service by the Company
1. Violation of any of the *terms and conditions* contained in this *guidebook* on the part of the subscriber may be regarded as sufficient cause for termination of the subscriber's service. (T)
  2. When the service is terminated on the initiative of the Company, after having made a reasonable effort to obtain customer compliance, for a violation of its *terms and conditions* by the subscriber, the *terms and conditions* stipulated for termination of service at the subscriber's request apply. After the Company has made such an effort, service may be disconnected or refused after the subscriber has been given a written notice of the proposed disconnection at least ten (10) days before the proposed date of disconnect. (T)
  3. The Company may refuse to furnish or continue to furnish service hereunder, if such service would be used or is used for a purpose other than that for which it is provided or when its use interferes with or impairs, or would interfere with or impair, any other service rendered to the public by the Company.
- B.** Termination of Service at the Subscriber's Request
- Service may be terminated at any time upon reasonable notice from the subscriber to the Company. Upon such termination the subscriber shall be responsible for the payment of all charges due. This includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period or applicable termination charge, or both.
- C.** Termination Charge
1. A Termination Charge is determined by applying to the Basic Termination Charge the percentage which the unexpired portion of the Initial Service period bears to the full Initial Service Period. (T)
    - a. The Basic Termination Charge and the Initial Service Period are indicated in the section of this *guidebook* covering the service items to which they apply. The Initial Service Period is shown in brackets following the amount of the Basic Termination Charge.
    - b. When a subscriber discontinues one or more units of a group of the same item, the service latest installed shall be considered as the service first discontinued.
    - c. When a subscriber cancels an order for service carrying a Basic Termination Charge prior to the establishment of that service, a termination charge applies equal to the cost incurred by the Company in engineering, ordering, and providing the service; the termination charge in this event will not exceed the Basic Termination Charge.

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**A2. GENERAL TERMS AND CONDITIONS**

(T)

**A2.3 Establishment And Furnishing Of Service (Cont'd)****A2.3.17 Termination Of Service (Cont'd)****C. Termination Charge (Cont'd)****1. (Cont'd)**

(T)

- d. When an order is cancelled after the installation of the required equipment and facilities but before service is established, termination charges shall be applied as if the service had actually been established.
- e. When a service is moved to different premises, all remaining termination charges shall be applied on the service at the old location and the new location shall be treated as a new installation. If the service is relocated on the same premises, the move shall be handled on the preceding basis or, at the subscriber's option, he may pay actual cost of making the move.
- f. The Basic Termination Charge in effect at the time the customer's service is established will be used to determine the termination charge.

**A2.3.18 Ringer Limitations**

- A.** Except as provided herein, one ringer is provided for each station and such ringer is located at the station.
- B.** The number of ringers directly connected to the line (including that furnished with the main station) is limited to four per main station in the case of individual lines.

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## **A2. GENERAL TERMS AND CONDITIONS**

(T)

### **A2.3 Establishment And Furnishing Of Service (Cont'd)**

#### **A2.3.18 Ringer Limitations (Cont'd)**

- C. Ordinarily in connection with Individual Line, and Centrex Type Services Station Line Service, a ringer is permanently connected to the line.

#### **A2.3.19 Reserved For Future Use**

#### **A2.3.20 Residence Service For Company Employees**

- A. All services offered by the Company may be made available to the Company's employees/retirees at a discount.

#### **A2.3.21 Connection With Miscellaneous Common Carriers**

##### **A. Application**

1. Service is available to and from customers of Miscellaneous Common Carriers through connecting facilities provided by the Company in accordance with the provisions set forth in A.2.3.21.A.2 through 5. (T)
2. Subject to the availability of facilities and the reasonable requirements of the Company for its telecommunications services, the Company will, at the Miscellaneous Common Carrier's request, physically connect its facilities with those of the Miscellaneous Common Carrier for the purpose of interchanging intrastate traffic in connection with the Miscellaneous Common Carrier's Domestic Public Land Mobile Radio Services (as defined in Part 21 of the FCC Rules). Such connection and interchange of intrastate traffic shall be as follows:
  - a. **Two-Way Mobile Traffic**  
The Company will connect its facilities between any telephone exchange whose rate center is located in the Miscellaneous Common Carrier's Reliable Service Area (as defined in part 21 of the FCC Rules) and the Miscellaneous Common Carrier's control point(s) in or serving that Reliable Service Area.
  - b. **One-Way Signaling Traffic**  
The Company will connect its facilities between any telephone exchange within which a signaling receiver is served by the Miscellaneous Common Carrier's system and the Miscellaneous Common Carrier's control point(s) in or serving that system.
3. The facilities provided for connection and interchange of traffic shall not be used, switched or otherwise connected together by the Miscellaneous Common Carrier for the provision of through calling from a landline telephone to another landline telephone, nor shall they be switched or otherwise connected together by the Miscellaneous Common Carrier for the provision of through calling from a landline or mobile unit located in one Reliable Service Area (as defined in Part 21 of the FCC Rules).

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## **A2. GENERAL TERMS AND CONDITIONS**

(T)

### **A2.3 Establishment And Furnishing Of Service (Cont'd)**

#### **A2.3.21 Connection With Miscellaneous Common Carriers (Cont'd)**

##### **A. Application (Cont'd)**

4. Specific administrative procedures, connection and operating arrangements and charges for the facilities provided by the Company to the Miscellaneous Common Carrier for the purpose of connection and interchanging traffic are as set forth in various intercarrier agreements between the Company and the Miscellaneous Common Carriers or in the *service publications* of the Company as appropriate. Where the state franchise area or state authorization of the Miscellaneous Common Carrier is different than the Reliable Service Area (as defined in Part 21 of the FCC Rules), the terms and conditions of connection and interchange of traffic may be modified to recognize the extent of such state franchise or authorization. (T)
5. The connection and interchange of traffic as set forth in 1 through 4 does not constitute a joint undertaking with the Miscellaneous Common Carrier for the furnishing of any service. (T)

#### **A2.3.22 Reserved For Future Use**

#### **A2.3.23 Minimum And Fractional Rates And Charges**

- A. Except as otherwise specified, when rates are on a "per month" basis, the minimum charge will be for one month. If the period of use exceeds one month, the charges for the fractional part of a month following and consecutive with a full month will be a part of the monthly charge based on the proportion that the actual number of days service is furnished bears to 30 days.
- B. The rates for fractional days in connection with Wide Area Telephone Service are set out in Section A19. When rates involve a fraction of a cent, the fraction is carried throughout the computation of the charge.

#### **A2.3.24 Trouble Determination Charge**

The Trouble Determination Charge is the charge which applies for each dispatch required in connection with a customer's service difficulty or trouble report when it is determined that the source of the difficulty or trouble is on the customer's side of the demarcation point. This charge does not include any further isolation work beyond the demarcation point.

### **A2.4 Payment Arrangements And Credit Allowances**

#### **A2.4.1 Advance Payments**

An applicant for service or facilities may be required to pay in advance of installation an amount not to exceed applicable Service Charges, installation or other nonrecurring charges plus charges for one month of service. Where construction charges are applicable, the payment thereof may be required in advance of start of construction.

#### **A2.4.2 Deposits**

- A. Any applicant who is unable to establish a satisfactory credit standing with the Company or any subscriber whose credit standing has become impaired may also be required to deposit a sum up to an amount equal to either the charge for two months local service or the charge for the estimated toll messages during a like period, or both. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

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**A2. GENERAL TERMS AND CONDITIONS**

(T)

**A2.4 Payment Arrangements And Credit Allowances (Cont'd)****A2.4.2 Deposits (Cont'd)**

- B.** Interest will accrue on all sums held on deposit at the rate prescribed by law beginning on the date of the deposit. The accrued interest will be applied as a credit to the customer's bill or will be paid to the customer on an annual basis. If the deposit is refunded or credited to the customer's bill prior to the deposit anniversary date, or if interest is paid or credited to the customer's bill prior to twelve (12) months from the deposit anniversary date or from the last interest payment date, interest will be paid or credited to the customer's bill on a pro-rated basis. If interest is not credited to the customer's bill or paid to the customer annually, interest will be computed by a method which will result in an amount no less than that obtained by using a middle course method between simple and compound interest in compliance with Commission Order dated October 31, 1989 in Case No. 89-057. Interest on deposits computed in this manner will accrue until credited to the customer's bill or paid to the customer.
- C.** The fact that a deposit has been made in no way relieves the applicant or subscriber from complying with the Company's *terms and conditions* as to advance payments and the prompt payment of bills on presentations or constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for nonpayment of any sums due the Company.

(T)

**A2. GENERAL TERMS AND CONDITIONS** (T)

**A2.4 Payment Arrangements And Credit Allowances (Cont'd)**

**A2.4.3 Payment For Service**

- A. The subscriber is responsible for payment of all appropriate charges for telephone services, including completed calls and equipment. The subscriber will receive a monthly bill for telephone services provided by the Company. The bill will include the subscriber's telephone number, the due date of the bill, the amount due, the period of time covered by the bill, and itemized local and toll charges as appropriate. Similar billing information will be provided on separate sheets for the subscriber's preferred long distance carrier and other carriers as appropriate. All charges due by the subscriber are payable at the Company's Business Office or at any agency duly authorized to receive such payments. If objection in writing is not received by the Company within thirty days after the bill is rendered the account shall be deemed correct and binding upon the subscriber. Nonpayment of charges for service may result in the interruption or discontinuance of any or all of the services furnished the subscriber.
- B. Except as otherwise stated in the *guidebook*, the subscriber shall pay monthly in advance or on demand all charges for service and equipment and shall pay on demand all charges for long distance service and billed local usage.<sup>1</sup> The subscriber is responsible for payment of all charges for services furnished the subscriber, including charges for services originated or charges accepted at the subscriber's station. Service shall not be disconnected for nonpayment of charges unless the Company has given the affected subscriber a written notice of the proposed date of disconnection at least five (5) days before the proposed date of disconnection. No service shall be terminated until at least twenty (20) days after the date of the original unpaid bill. (T)
- C. Should service be suspended for nonpayment of charges, it will be restored only in accordance with payment of a charge for restoration in Section A4. When the period of suspension is more than one day, credit will be given from the date of suspension up to and including the date service is restored.
- D. When the service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Reestablishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this *guidebook*. (T)
- E. In its discretion, the Company may restore or reestablish service which has been suspended or disconnected for nonpayment of charges, or otherwise discontinued, terminated or interrupted, prior to payment of all charges due. Such restoration or reestablishment shall not be construed as a waiver of any rights to suspend or disconnect service for nonpayment of any such or other charges due and unpaid or for the violation of the provisions of this *guidebook*; nor shall the failure to suspend or disconnect service for nonpayment of any past due account or accounts operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account. (T)
- F. The Company will apply an administrative charge to the subscriber's account for each separate occasion upon which a check, draft or other payment instrument is not accepted by the subscriber's financial institution on which it is written.
  - 1. Returned check/bank draft

- |          | <b>Rate</b>    | <b>USOC</b> |
|----------|----------------|-------------|
| (a) Each | <b>\$30.00</b> | <b>NA</b>   |
- G. Customers who have deferred payment agreements for services provided by the Company will be allowed to spread the Service Charges, as specified in Section A4, plus interest over the respective period of the agreement. Interest on deferred amounts will be calculated at the Company's incremental cost of capital. That interest rate is 13 percent (**13%**). This interest rate will be revised periodically by the Company upon approval of the Commission. If, in the judgment of the Company, the maximum interest rate allowed by law is insufficient to cover the costs of providing the deferred payment option, the Company will suspend the availability of said option until such time as the costs of providing said option can be recovered through the application of a lawful interest rate. Notice will be made to the Commission before suspension of the deferred payment option. Suspension of the deferred payment option will not affect customers who have executed a deferred payment agreement prior to the effective date of such suspension. The deferred charges (including calculated interest) will be prorated on a monthly basis over the selected deferral period length. (T)

**Note 1:** Basic monthly charges are billed in advance. Toll charges for long distance services and additional charges for local usage are billed in arrears.

**A2. GENERAL TERMS AND CONDITIONS**

**A2.4 Payment Arrangements And Credit Allowances (Cont'd)**

**A2.4.3 Payment For Service (Cont'd)**

- H. A late payment charge of \$9.75 will apply to each residence subscriber's bill *with a balance greater than \$5.00* (including amounts billed in accordance with Billing and Collection Services) when any undisputed portion of a previous month's bill has not been paid in full prior to the next billing date. A late payment charge of \$15.00 and an interest charge of 1.50 percent (1.50%) of the unpaid balance will apply to each business subscriber's bill with a balance greater than \$6.00 (including amounts billed in accordance with Billing and Collection Services) when any undisputed portion of a previous month's bill has not been paid in full prior to the next billing date. The 1.50 percent (1.50%) interest charge is applied to all new charges on a subscriber's previous month's bill which were not paid prior to the next billing date. State Agencies subject to KRS 45.454 shall be assessed late payment charges in accordance with that statute. Additional penalty charges shall not be assessed on unpaid penalty charges. Federal Government customers are exempt from late payment and/or interest charges. (1)
- I. Residence subscribers with overdue bill balances for their existing service, which has been temporarily suspended for nonpayment, who are unable to pay the charges in full may be allowed to retain their local service if they elect to have a full toll restriction placed on their existing service, at no charge, until the charges are paid. These subscribers may arrange to pay the outstanding balance in up to twelve (12) monthly installment payments. An Installment Billing Service Fee may apply as specified in Section A4.
- J. Miscellaneous Fees Associated With Payments
  - 1. Payment Convenience Fee for Payment Made Via Telephone Call
 

A fee will apply for each instance of payment of outstanding charges when authorized by the subscriber by telephone (whether such telephone call was initiated by the subscriber or by the Company) and when the method of payment would allow the payment to be immediately credited to the subscriber's account, such as payment via an electronic check (eCheck) or any other discretionary type payment that may be accepted by the Company through such telephone contacts. This fee will not apply for payments taken directly by subscribers to authorized Company payment locations, payments mailed in, automatic funds transfers, payments through the Company Internet website (www.att.com), and other conventional methods of payments. The subscriber would be informed of any applicable charges prior to processing the subscriber's request.

    - a. Rates and Charges
 

	Rate	USOC
(a) Residence	\$5.00	NA
(b) Business	5.00	NA
    - (1) Per Telephone Request

**A2.4.4 Allowance For Interruptions**

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the subscriber or the failure of the facilities provided by the subscriber, a pro rata adjustment of the fixed monthly charges involved will be allowed, upon request of the subscriber, for the service and facilities rendered useless and inoperative by reason of the interruption during the time said interruption continues in excess of twenty-four hours from the time it is reported to or detected by the Company, except as otherwise specified in this guidebook. For the purpose of administering this, every month is considered to have thirty days.

**A2.4.5 Provision For Certain State And Local Taxes And Fees**

- A. When the Company is required to pay the three percent (3%) utilities gross receipts license tax for schools, authorized by KRS 160.613, the Company will increase its rates in any such county in which it is required to pay such school tax by three percent (3%).



## **A2. GENERAL TERMS AND CONDITIONS**

(T)

### **A2.4 Payment Arrangements And Credit Allowances (Cont'd)**

#### **A2.4.5 Provision For Certain State And Local Taxes And Fees (Cont'd)**

- B. Effective July 1, 1960, the Company, pursuant to authority conferred by KRS 139.210 commenced and will continue to add to the bills of subscribers as a separate item the Kentucky Veterans' Bonus Sales and Use Tax levied by KRS 139.200.
- C. Effective June 1, 2007, the Company will add to the bills of subscribers a surcharge to recover the KY Gross Revenues Tax (GRT) imposed by KRS 136.616. This will appear as a separate line item on the customer's bill and will read: KY GRT Surcharge.

#### **A2.4.6 Reserved For Future Use**

#### **A2.4.7 Reserved For Future Use**

#### **A2.4.8 Variable Term Payment Plan**

- A. General
  1. The Variable Term Payment Plan (VTPP) is a payment plan which allows customers to pay a fixed rate for service over one of several optional payment periods. A different monthly rate applies for the duration of each period. The monthly rate varies inversely with the length of the payment period e.g., the monthly rate for a short period is greater than that for a long period.
  2. The only payment period for software (versions) is the one-month period, except where other terms are specified in service *publications*. (T)
  3. The minimum period is one month, unless otherwise specified in service *publications*. (T)
  4. During the effective term of a customer-selected optional payment period, the monthly rate is not subject to Company-initiated change for payment periods longer than one month.
  5. Unless specifically exempted, services furnished under the Variable Term Payment Plan are subject to all general *terms and conditions* applicable to the provision of service by the Company as stated elsewhere in this *guidebook*. (T)

#### **B. Definitions**

##### **ADDITION**

Provision of supplementary equipment to a customer's installed system up to the capacity of the system; addition of equipment not classified as an upgrade.

##### **CONVERSION**

Removal of a customer's installed system and replacement with a different system, under terms specified in service *publications*. (T)

##### **DOWNGRADE**

Changes to an installed system generally resulting in a decrease in capacity, capability and/or a lower monthly charge. (T)

##### **EXTENSION**

A period of time over which the customer agrees to pay a specified rate for a service upgrade. (T)

##### **LICENSE FEE**

A monthly recurring charge, the payment of which gives a customer license to use an identified software service.

##### **MINOR EQUIPMENT MODIFICATIONS**

Alterations to an item or items of service installed, as specified in service *publications*. (T)

##### **PAYMENT PERIOD**

A period of time selected by the customer from among those currently offered by the Company, over which the customer agrees to pay a specified rate for a service.

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## A2. GENERAL TERMS AND CONDITIONS

(T)

### A2.4 Payment Arrangements And Credit Allowances (Cont'd)

#### A2.4.8 Variable Term Payment Plan (Cont'd)

##### B. Definitions (Cont'd)

###### REARRANGEMENT AND CHANGE OF SERVICE

Relocation of installed cables, wires or other equipment, or substitution with new facilities or equipment made at the customer's request.

###### RELEASE

The modified software that is provided for installation on an existing system at Company initiative to correct a deficiency.

###### REMOVAL

Deletion of equipment or service from a customer's installed system.

###### RENEWAL

A commitment by the customer to retain the service for an additional payment period currently offered by the Company.

###### UPGRADE

An enhancement to an installed system by a major addition or substitution, generally resulting in a higher monthly charge. (T)

###### VERSION

A separate software program or group of programs that is referenced by a distinguishing code (numeric, alphabetic or alphanumeric). The version may be industry- or customer-specific in application, or it may provide functional enhancements to previously released software versions.

##### C. Application Of Rates And Charges

1. The monthly rate applicable at the time a customer subscribes to a service under the Variable Term Payment Plan is not subject to Company-initiated change during any optional payment period longer than one month.
2. Installation, service establishment, Service Charges and any other nonrecurring charges are to be paid in full at the time of installation.
3. Move charges will apply for customer-requested relocation of an installed service from one premises to another or within the same premises.
4. In the event that all or any part of the service is disconnected at customer request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a termination charge as stated in the service *publications*. The provisions concerning termination liability shall be inapplicable to any state, county or municipal governmental entity when there is in effect, as a result of action by such entity and through a duly constituted legislative, administrative, or executive body, a statute, an ordinance, a policy directive or a constitutional provision which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation. Provided, however, that if the governmental entity cancels the service for any reason other than the unavailability of funds, the termination liability provisions in the *service publication* shall apply. (T)

## A2. GENERAL TERMS AND CONDITIONS

(T)

### A2.4 Payment Arrangements And Credit Allowances (Cont'd)

#### A2.4.8 Variable Term Payment Plan (Cont'd)

##### C. Application Of Rates And Charges (Cont'd)

5. A Secondary Service Charge will not apply when a customer, upon expiration of his selected payment plan, reverts at the instance of the Company to current rates for the month to month option. A Secondary Service Charge will apply when a customer, prior to or at the expiration of his selected payment period, re-subscribes to a payment plan or reverts at his request to the month to month option.<sup>1</sup> (T)
6. Recurring rates and installation, termination, service establishment, Service Charges, and other nonrecurring charges apply according to the appropriate schedules for products and services offered under the Variable Term Payment Plan, and filed elsewhere in this *guidebook*.<sup>1</sup> (T)

##### D. Maintenance

1. Hardware Equipment  
Maintenance will be provided by the Company without additional charge for the entire term selected by the customer.
2. Software  
Standard maintenance will be provided by the Company without additional charge, contingent on the terms and conditions specified in the service *publications*. (T)

##### E. Additions To Existing Systems

1. Additions can be made to an existing system at the customer's option, and the payment of rates and charges in the currently effective *service publications* for such service will be applied. (T)
2. At the customer's option, unless otherwise specified in the service *publication*, additions may be paid for over the remainder of the existing system's payment period, and be added onto the existing agreement, providing at least 30 days remain in the customer's existing payment period. The addition and installed system payment periods will then have a common expiration date. The charge(s) for the addition(s) will be the current rate(s) for the equipment for the same payment period as the installed system's existing payment period. If the installed system's payment period is not in the current *service publication*, the rate charged for the addition will be that of the next shorter filed payment period. If less than 30 days remain in the current payment period, additions may only be placed on the one-month payment period at the current rates in effect for the one-month period. (T)
3. For service added subsequently the customer may also select, from those currently available in the *service publication*, a different payment period of equal or shorter length than the time remaining in the period selected for the existing installed service at the current rates for the selected period. The additions may then have a different expiration date than the existing installed service.  
When the addition and the existing installed service's expiration dates differ, the customer must select a new payment period for the addition (at the time of its expiration) according to the terms and conditions stated in 2, or in this Section. (T)
4. Coterminous additions to upgraded service will be charged at the current rates for the payment period equal to the installed service's existing payment period, excluding any extension period. The charges will be applicable for the remainder of the existing payment period, including any extension period.  
Additions to upgraded services may also be ordered for payment periods shorter than or equal to the payment period existing prior to the addition at the current rates for the selected period.
5. Termination charges for premature disconnection of the added service will apply for service agreements longer than one month.
6. Additions are exempt from Company-initiated rate changes for all payment periods longer than one month. (M)

**Note 1:** These changes are the result of the restructure of Section A4, and are to be implemented November 9, 1995.

**Page 16.1 is hereby deleted in its entirety and removed from this Guidebook.**

(N)

## **A2. GENERAL REGULATIONS**

### **A2.4 Payment Arrangements And Credit Allowances (Cont'd)**

#### **A2.4.8 Variable Term Payment Plan (Cont'd)**

##### **E. Additions To Existing Systems (Cont'd)**

6. Additions are exempt from Company-initiated rate changes for all payment periods longer than one month.

(M)

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## A2. GENERAL TERMS AND CONDITIONS (T)

### A2.4 Payment Arrangements And Credit Allowances (Cont'd)

#### A2.4.8 Variable Term Payment Plan (Cont'd)

- E. Additions To Existing Systems (Cont'd)
7. Installation, Service Charges, service establishment and any other nonrecurring charges, as specified in the service *publications*, will apply to the added service. (T)
- F. Upgrades
1. Allowable upgrades to services offered by the Company are specified in the individual *service publications* currently in effect for offerings under the Variable Term Payment Plan. (T)
  2. A customer who elects to upgrade an installed service during the service's existing payment period will have that payment period extended by an amount of time related to the particular upgrade as specified in the service *publication*. The upgraded service will then have a new expiration date. (T)
  3. Additions made at the time a service is upgraded may, at the customer's request be paid over the existing (including extension) payment period unless otherwise specified in service *publications*. The rates for added service will be those for a time period equivalent to that of the payment period prior to the upgrade. If the payment period for the customer's current payment period has been discontinued in the *service publication* at the time of the upgrade, the new service will be billed at rates applicable for the next shorter payment period in the current *service publication*. The total rates charged for the upgraded service over the extended payment period will be the current rates for any new service plus the rates already being billed for service installed before the upgrade and continuing in service. (T)
  4. When new service is not added to the existing (excluding extension) payment period, the customer must choose a currently available payment period of equal or shorter length than the time remaining in the current (excluding extension) payment period. Current rates would apply for the selected payment period for the new service, and rates already being billed prior to the upgrade would be charged for service previously installed and continuing in service. The new service may then have a different expiration date than the installed service. When the new service and the existing service's expiration dates differ, the customer must select a new payment period for the service added (at the time of expiration) in upgrading the system according to the terms and conditions stated in 3, or in this Section. (T)
  5. A customer on the one-month payment period may elect to upgrade; however, the payment period will not be extended.
  6. The new service is exempt from Company-initiated rate changes for all payment periods longer than one month.
  7. Termination charges will apply to service disconnected prior to expiration for all payment periods longer than one month.
  8. Installation, Service Charges, service establishment and other nonrecurring charges, as specified in the service *publications*, will apply to any new service. (T)
- G. Conversions
1. Conversions to installed services are specified in service *publications* currently in effect for offerings under the Variable Term Payment Plan. (T)
  2. The service agreement for a currently installed service terminates when conversion occurs.

## **A2. GENERAL TERMS AND CONDITIONS**

(T)

### **A2.4 Payment Arrangements And Credit Allowances (Cont'd)**

#### **A2.4.8 Variable Term Payment Plan (Cont'd)**

##### **G. Conversions (Cont'd)**

3. The customer must select a currently available payment period for the new service. The current rates for the chosen period would apply to any new service as well as to any remaining service from that previously installed.
4. Termination charges will apply to all service removed prior to expiration of the selected payment period. Termination charges will not apply to any service remaining at the customer's premises for use with the new service provided the customer selects a new payment period equal to or longer than the time remaining under the former payment period.
5. Installation, service establishment, Service Charges, and other nonrecurring charges, as specified in service *publications*, will apply for the newly installed service. Nonrecurring charges will not apply to service remaining at the customer's premises.

(T)

##### **H. Removals**

1. Removal of service for which the current payment is longer than one month will not affect the expiration date of the remaining service.
  - a. Removal of service that is unique or identifiable by a code will be recognized through application of a termination charge for that specific unit.
  - b. Removal of service that is not unique or identifiable by a code, where two or more units of the same type of service are provided to the customer's premises, will be recognized through the following provisions:
    - (1) The specific service(s) no longer desired by the customer will be removed.
    - (2) The lowest termination charge for the type of service removed will apply.

##### **I. Downgrades**

1. Allowable downgrades for installed services are specified in service *publications*.
2. A customer has the option to place any new service on a coterminous payment period at the time of the downgrade, unless otherwise specified in the service *publication*. Rates for the new service are those currently in effect for the original payment period (or, if the period is no longer available, for the next shorter one). The rates for service remaining at the customer's premises after the downgrade will not be affected.
3. When a coterminous payment period is not chosen, the customer must select a payment period of equal or shorter length than the time remaining in the current payment period. Current rates apply for the equal or shorter payment period. Service remaining to the customer's premises will continue being billed at the rates in effect prior to the downgrade. The new service may then have a different expiration date from the service which remained after downgrading. When the expiration dates differ, the customer must select a new payment period for the service (at the time of expiration) added at the time when service was downgraded according to the terms and conditions in *paragraph A2.4.8.I.2*.
4. Termination charges do not apply for existing service which becomes part of the downgraded service. Termination charges do apply for service removed in downgrading.
5. Installation, Service Charges, service establishment, and other nonrecurring charges will apply to any new service which must be added new to existing service being downgraded, as enumerated in service *publications*.

(T)

(T)

(T)

(T)

## A2. GENERAL TERMS AND CONDITIONS

(T)

### A2.4 Payment Arrangements And Credit Allowances (Cont'd)

#### A2.4.8 Variable Term Payment Plan (Cont'd)

##### J. Releases

1. New releases of software will be offered to a customer on Company initiative at no additional charge and will include corrections to software deficiencies.
2. No charges apply to any central office hardware changes necessitated by a new release.

##### K. Versions

1. Termination charges do not apply for the removal or deletion of software versions, unless otherwise specified in service *publications*. (T)
2. A new version may result in a higher monthly charge.
3. All version replacements requiring central office hardware changes will be *service publication*-enumerated, under specific service headings. (T)
4. Appropriate charges will apply for central office hardware changes resulting from version changes, as specified in *paragraphs* C., E.5., E.7., F.7., F.8., G.4. and G.5., and elsewhere in this *guidebook*. (T)

##### L. Moves And Rearrangements Of Service

1. Moves of Service (Lapse-in-Service)
  - a. Within *the Company* in Kentucky (T)
    - (1) The customer may arrange to have service moved within the same premises or to different premises leased or owned by the customer on a lapse-in-service basis at charges based on estimated costs without interruption or change of Variable Term payments.
    - (2) Nonrecurring charges as specified in the *service publications* for services covered by the Variable Term Payment Plan will not be applicable. Service Charges for the Exchange Telephone Services and other connecting services will be applicable at the new location.
    - (3) Billing for the original location will apply through the date service is disconnected. The first bill rendered after service is re-established will contain advance billing and, if applicable, retroactive billing from the date of disconnect. Progression of the payment period will be unaffected.
    - (4) Complete arrangements or services must be moved in lieu of individual components, where components are dependent on host units for operation, unless otherwise specified in *service publications*. Where components operate independently and are covered by individual charges, the customer may select units to be moved and units to be terminated from the agreement, subject to any restrictions(s) in *service publications*. (T)
    - (5) Transfer of service between two customers within four months of a lapse-in-service move is not permitted.

## **A2. GENERAL TERMS AND CONDITIONS**

(T)

### **A2.4 Payment Arrangements And Credit Allowances (Cont'd)**

#### **A2.4.8 Variable Term Payment Plan (Cont'd)**

##### **L. Moves And Rearrangements Of Service (Cont'd)**

##### **1. Moves of Service (Lapse-in-Service) (Cont'd)**

##### **b. Between Exchanges of *the Company* in Kentucky and Bell Operating Companies in other States**

(T)

Customer requests for lapse-in-service moves between exchanges of a Company in different states or between exchanges of two Bell Operating Companies in the same or different states will be provided under the same conditions as described a., except as follows:

(T)

(1) Billing for the original location will apply through the date service is disconnected. Billing for the new location will be effective on the next day.

The rates in the new location will be those in effect for new customers. Rate stability against Company-initiated changes shall be provided at the new rates for the remainder of the customer's payment period.

The first bill rendered after service is re-established will contain advance billing and, if applicable, retroactive billing from the date of disconnect. Progression of the payment periods will be unaffected.

(2) **Service publications** for the same service and payment periods must exist in both states or Companies at the time of the move. If **service publications** exist for the same service, but the lengths of the periods available are different, the customer must select a payment period available in the new state or Company. The new period must be of an equal or longer length than the time remaining in the current selected period, subject to the conditions covered in N., "Requests for Changes in Length of Optional Payment Periods".

(T)

##### **2. Moves of Service (In-Service)**

An in-service move under the plan will be considered a termination of service with applicable termination charges. The customer will be required to select a currently available payment period, including applicable one-time charges.

##### **3. Rearrangement and Change of Service**

Relocation of installed cables, wires, or equipment will follow inter-jurisdictional or intra-jurisdictional move provisions as appropriate. Substitution of installed cables, wires or other equipment will follow the minor equipment modifications, additions, removals, upgrades, downgrades or conversion policies as appropriate, depending on the type of substitution requested.

##### **4. Minor Service Modifications**

Minor service modifications are identified in service-specific **service publications**. The length of the customer's existing payment period is unaffected by these modifications. Ordinarily, minor service modifications do not affect the customer's monthly bill. A Service Charge and installation or other non-recurring charge will apply to each minor service modification.

(T)

(M)



## A2. GENERAL TERMS AND CONDITIONS

(T)

### A2.4 Payment Arrangements And Credit Allowances (Cont'd)

#### A2.4.8 Variable Term Payment Plan (Cont'd)

##### M. Change of Jurisdiction

(T)(M)

Under certain conditions involving changes in service, a Variable Term Payment Plan customer's service will require change of jurisdiction from intrastate to interstate or vice-versa, even though the service location may not be changed. (T)(M)

The following provisions may apply to changes of jurisdiction when the service location is not changed. However, the concepts may be used for reclassification of services at the time of a move. (T)

1. Billing for the original jurisdiction will apply through the date of jurisdiction change. Billing for the new jurisdiction will begin on the next day.

The rates applicable for the new jurisdiction will be those in effect for new customers. Customers changing service to the jurisdiction (*the Company*, in Kentucky) will have stability against Company-initiated changes in rate levels for the remainder of the payment period. (T)

2. Nonrecurring charges will not apply, either for the services subscribed to under the Variable Term Payment Plan or for connecting services, unless they are being installed at the time the change in jurisdiction of existing services. Service Charges will apply if stipulated by the *service publication* in the new jurisdiction. (T)

3. *Service publications* for the same service and Variable Term Payment Plan periods must exist in both jurisdictions at the time of the change. If *service publications* exist for the same service but the lengths of the payment periods in the new jurisdiction are different, the customer must select a new payment plan period with a length equal to or longer than the remaining time in the existing payment period, subject to the conditions covered in N., "Requests for Changes in Length of Optional Payment Periods". (T)

##### N. Requests for Changes in Length of Optional Payment Period

Subsequent to the establishment of service for an item furnished under a Variable Term Payment Plan period and prior to the completion of that period, the existing payment period may be replaced by a currently offered payment period at the current rates, subject to the following conditions:

1. No credit will be given for payments made during the formerly selected period. However, nonrecurring charges will not be reapplied.
2. The new payment period begins with the date requested.
3. No termination charge applies for the former payment period provided the customer selects a new payment period equal to or longer than the time remaining under the system's/item's former payment period. Otherwise, a termination charge applies for the former payment period.
4. A Service Charge will not apply.
5. The new payment period, selected by the customer for a new item of service must be shorter than the time remaining in the service's existing payment period.

##### O. Renewal Options

The customer has the following renewal options:

1. Prior to completion of the current payment period, any period available under the *Variable Term Payment Plan* may be selected at the rates in effect for new customers at the time of the renewal. The customer will be charged the current rate for the newly selected payment period, commencing the day following completion of the payment period. (T)

2. Service may be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in *service publications*. If the customer has no additional service commitment upon termination, the service will not be subject to any termination charge. The one-month service will be subject to Company-initiated rate adjustments. (T)

## **A2. GENERAL TERMS AND CONDITIONS**

(T)

### **A2.4 Payment Arrangements And Credit Allowances (Cont'd)**

#### **A2.4.8 Variable Term Payment Plan (Cont'd)**

##### **O. Renewal Options (Cont'd)**

3. If the customer does not elect an additional payment period and does not request discontinuance of service, service will be continued at the monthly rate currently in effect for the one-month payment period under the terms described in 2. (T)
4. If the expiration date for any service differs from the installed service's existing expiration date, the customer must choose a new payment period for the item (at the time of expiration) according to the terms and conditions as specified in E.3., E.4., F.3., F.4., I.2., I.3., and N. (T)  
The Company may discontinue or change any or all renewal options. (T)

##### **P. Transfer Of Service**

Service may be transferred to a new customer at the same location, except as prohibited in L.1.a.(5), upon prior written concurrence by the Company and payment of a transfer charge by the new customer as specified in service *publications*. The new customer will be subject to all provisions currently reflected in the service agreement. (T)

##### **Q. Failure Of Service**

In the event that a failure of service is of greater than 24 hours duration, the Company's liability will be limited to a credit adjustment of monthly billing for the time "out-of-service," prorated on a per diem basis. A 30-day month will be assumed for purpose of proration. The expiration date of the payment period remains unchanged. (T)

#### **A2.4.9 Economic Development Incentive Waivers and Discounts**

##### **A. General**

1. The purpose of this offer is to complement and supplement the public policy of this State as set forth in the Kentucky law, KRS 154.22-010 through 154.22-100, and KRS 154.24-010 through 154.24-151 by providing incentive waivers and discounts to qualifying businesses. To the extent that in the Company's judgment the Eligible Company is not participating in good faith in the Kentucky Rural Economic Development and Kentucky Job Development Acts and utilizing the provisions of this *guidebook* relative to increased employment and the economic development project as provided for therein, the Company reserves the right to refuse to allow the Eligible Company to utilize the provisions of this *guidebook*. (T)
2. Qualification may be under Option One or Option Two. (T)
3. When the application for service is made, the applicant must advise the Company of their intent to receive the discounts and waivers afforded under either Option One or Option Two. (T)
4. Any qualifying business certifying that it is eligible for the waivers and discounts contained herein shall agree, as a condition of receiving the waivers and discounts, to provide proof satisfactory to the Company of its eligibility under Kentucky law, KRS 154.22-010 through 154.22-100, and KRS 154.24-010 through 154.24-151. If any qualifying business certifying that it is eligible to receive the waivers and discounts set forth herein is subsequently determined not to be eligible for the benefits created by Kentucky law, KRS 154.22-010 through 154.22-100 (KREDA) and KRS 154.24-010 through 154.24-151 (KJDA) as applicable for the Option chosen, that business shall not be eligible for any waiver or discount under this *guidebook* offer. Upon such occurrence, the business shall immediately cease to be eligible and may be required to provide deposits, pay applicable service connection/installation charges, and pay the full undiscounted charges for any services received pursuant to this offer. (T)

##### **B. Option One**

For the purpose of Option One, "Eligible Company" as defined as such pursuant to KRS 154.22-010 (10), or any other entity engaged in manufacturing and having final approval by the Kentucky Economic Development Finance Authority (Authority) pursuant to Kentucky law and the provisions of KRS 154.22-010 through 154.22-100 (KREDA). (T)

1. For the purpose of Option One, "Qualified County" as defined as such pursuant to KRS 154.22-010 (16) and the provisions of KRS 154.22-010 through 154.22-100 (KREDA). (T)
2. For the purpose of Option One, any Eligible Company which meets the following qualifications will qualify for the discounts in this *guidebook* for 24 months from the date given final approval by the Authority. Examples of the requirements for an Eligible Company include (T)
  - a. a company which has submitted written evidence to the Authority indicating support for the project, and
  - b. a company whose proposed project is used in manufacturing, and
  - c. a company that has a minimum project investment of \$100,000 and within 24 months of the date of final approval by the Authority will create at least fifteen new full-time jobs at the economic development project site for Kentucky residents employed by the Eligible Company and held by persons subject to the personal income tax of the Commonwealth of Kentucky. (M)

To qualify for the provisions of this *guidebook*, an Eligible Company must meet all current requirements of the Kentucky Rural Economic Development Act. (T)(M)

3. In order to qualify under Option One, the Eligible Company will be required to certify that it has met the requirements of this *guidebook* offer as well as the requirements of Kentucky law KRS 154.22-010 through 154.22-100 (KREDA). (T)(M)

## **A2. GENERAL TERMS AND CONDITIONS**

### **A2.4 Payment Arrangements And Credit Allowances (Cont'd)**

#### **A2.4.9 Economic Development Incentive Waivers and Discounts (Cont'd)**

**C. Option Two**

1. For the purpose of Option Two, "Eligible Company" as defined as such pursuant to KRS 154.24-010 (8) and having final approval by the Kentucky Economic Development Finance Authority (Authority) pursuant to Kentucky law, and the provisions of KRS 154.24-010 through 154.24-151 (KJDA). (T)
2. For the purpose of Option Two, any Eligible Company which meets the following qualifications will qualify for the discounts in this *guidebook* for 24 months from date given final approval by the Authority. Examples of the requirements for an Eligible Company include (T)
  - a. a company which is a service or technology related company that invests in new or expanded non-manufacturing, non-retail projects that provide at least 75% of their services to users located outside of Kentucky, as defined by Kentucky law KRS 154.24-010 through 154.24-151 and
  - b. a company which will create within one year of the date of the final resolution authorizing the economic development project at least 25 new full-time jobs for Kentucky residents to be employed by the Eligible Company and to be held by persons subject to personal income tax of the Commonwealth of Kentucky.
  - c. a company whose economic development project could reasonably and efficiently locate outside of Kentucky and, without the inducements offered by the Authority, the eligible company would likely locate outside the state. To qualify for the provisions of this *guidebook*, an Eligible Company must meet all current requirements of the Kentucky Job Development Act. (T)
3. In order to qualify under Option Two, the Eligible Company will be required to certify that it has met the requirements of this *guidebook* offer as well as the requirements of Kentucky law KRS 154.24-010 through 154.24-151 (KJDA).

**D. Credits, waivers and discounts shall be applicable as follows:**

1. Under Option One or Option Two, qualifying businesses will be eligible to receive the waiver of charges listed or credit for newly ordered services, other than Contract Service Arrangements, Volume and Term Agreements, Special Assembly Arrangements, local usage charges and long distance services (i.e.; MTS and WATS). (T)
  - a. 100 percent (**100%**) waiver or credit of normal service deposits for telephone service if the business has established a satisfactory credit rating. (T)
  - b. Service connection/installation charges for applicable services (excludes inside wiring) will be waived or credited to the business' account.
  - c. Monthly charges for applicable services will be eligible for a ten percent discount. The discount shall be applicable for twelve months after the service installation date.

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## A2. GENERAL TERMS AND CONDITIONS (T)

### A2.4 Payment Arrangements And Credit Allowances (Cont'd)

#### A2.4.10 Payment Plan For Contract Services

##### A. General

1. The *terms and conditions* specified herein are applicable to specific services as indicated in each service's respective section of this *guidebook*. (T)
2. Services furnished under the Payment Plan for Contract Services (PPCS) are subject to all general *terms and conditions* applicable to the provision of service by the Company as stated elsewhere in this *guidebook* except as noted herein. (T)
3. The PPCS is a payment plan which allows customers to pay fixed or variable rates for services provided over variable contractual payment periods. A specific monthly rate applies for the duration of each period. Payment periods for services provided under a PPCS will be described in the services' specific *guidebook* section(s). The following is an example of payment periods offered. (T)
  - a. Payment Plan A - payment periods may be selected from 24 months to 48 months in length.
  - b. Payment Plan B - payment periods may be selected from 49 months to 72 months in length.
  - c. Payment Plan C - payment periods may be selected from 73 months to 96 months in length.
4. When the customer extends service beyond the longest service period offered, then rates for the longest available service period will apply.
5. When the customer orders service to be provided under a PPCS arrangement, the customer must designate to the Company the payment plan and the service period desired, e.g. Payment Plan B and sixty months.

##### B. Application of Rates and Charges

1. Rates stabilized under a PPCS arrangement are exempt from Company-initiated increases, however, decreases for any rate element will automatically flow through to the customer. Effective with this *guidebook*, customers under a PPCS arrangement will be billed the lower of their existing PPCS rates or the current PPCS rates for their service arrangement. (T)
2. When customers renew or change the length of their payment period, the rates applicable for the new period are those currently in effect at the time of the renewal or change in the length of the payment period. A service order charge will not be applicable for such renewals or changes.

## **A2. GENERAL TERMS AND CONDITIONS**

(T)

### **A2.4 Payment Arrangements And Credit Allowances (Cont'd)**

#### **A2.4.10 Payment Plan For Contract Services (Cont'd)**

- B. Application of Rates and Charges (Cont'd)**
3. Recurring rates and installation, termination, service establishment, Service Connection and other nonrecurring charges apply according to the appropriate schedules for services offered as associated items to Contracted Services, and are filed elsewhere in this *guidebook*. (T)
  4. Customer requests for inside moves of service will not affect the contract period.
  5. A change in jurisdiction will not constitute a disconnect of service provided the new PPCS arrangement is at least the minimum number of months allowable under Payment Plan A or equals/exceeds the remaining service period, whichever is greater, and provided the new PPCS arrangement is for the same customer at the same location for the same capacity service.
- C. Termination Liability Charge**
1. In the event that all or any part of a service is disconnected at a customer's request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a termination charge as stated in that service's section of this *guidebook*. (T)
- D. Additions**
1. Additions of services or rate elements, e.g. ports, new local channels, interoffice channels, etc., must be under a new PPCS arrangement at rates and charges as specified in B. (T)
  2. Termination charges for premature disconnection of added contractual services will apply as set forth under Disconnects as stated in E. (T)
- E. Disconnects**
1. When a service or rate element, included under a PPCS arrangement, is disconnected prior to expiration of the selected service period, Termination Liability Charges apply as set forth in this *guidebook* for such service. Remaining services or rate elements will not be affected by such disconnections. (T)
  2. When a service under a PPCS arrangement is disconnected prior to the expiration of a selected service period as a result of a change of jurisdiction Termination Liability Charges will not apply when: (T)
    - the completed service period is twelve months, or twenty-five percent of the length of the originally selected PPCS service period, whichever is greater, and
    - the service orders to install the new service and disconnect the old service are related together and there is no lapse in service between installation of the new service and disconnection of the existing service, and
    - the service orders are for the same customer at the same location.
- F. Moves of Equipment**
1. The appropriate nonrecurring charges for inside moves for items associated with contract services as specified in this and other *guidebooks* are applicable. This type movement will not affect the contract period. (T)
  2. Customer requests for moves of service(s) under PPCS, other than inside moves, will be subject to the conditions stated in M. (T)
- G. Requests for Changes in Length of Optional Payment Period**
1. Subsequent to the establishment of a contract with a PPCS period, and prior to the completion of that period, the existing payment period may be replaced by:
    - a. A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement, subject to the following conditions:
      - (1) No credit will be given for payments made during the formerly selected period.
      - (2) The new payment period begins with the new PPCS effective date.
      - (3) No termination charge applies for the remaining portion of the former payment period.
      - (4) Nonrecurring charges will not be reapplied.
      - (5) A service charge will not apply.
    - b. A currently offered payment period at the current rates, with a length shorter than the time remaining in the existing service agreement, subject to the following conditions:
      - (1) No credit will be given for payments made during the formerly selected period. (M)
      - (2) The new payment period begins with the new PPCS effective date. (M)
      - (3) A termination charge applies for the remaining portion of former payment period. (M)
      - (4) Nonrecurring charges will not be reapplied. (M)
      - (5) A service charge will not apply. (M)

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## A2. GENERAL TERMS AND CONDITIONS (T)

### A2.4 Payment Arrangements And Credit Allowances (Cont'd)

#### A2.4.10 Payment Plan For Contract Services (Cont'd) (M)

##### H. Renewal Options

1. The customer has the following renewal options:
  - a. Prior to completion of the current payment period, any period available under the PPCS may be selected at the rates in effect for new customers at the time of the renewal. The customer will be charged the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.
  - b. Service may be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in this *guidebook*. The customer has no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge. The one month service will be subject to Company-initiated rate adjustments. (T)
  - c. If the customer does not elect an additional payment period or does not request discontinuance of service, service will be continued at the monthly rate currently in effect for the month-to-month payment rate, under the terms specified in b. (T)
  - d. Upon expiration, Letters of Election executed on or after May 1, 2005, shall automatically renew for an additional one-year term under the same rates, terms and conditions in effect under the original Letter of Election, unless the Subscriber or the company provides written notice of its intent not to renew the Letter of Election at least sixty (60) days prior to the expiration of the initial term or any subsequent additional one-year term.
2. Service connection charges are not applicable for services renewed under the PPCS. Any new rate elements added at the time of renewal will be subject to all appropriate service connection charges and other nonrecurring charges.
3. The Company may discontinue or change any or all renewal options. (T)
4. When a customer renews a PPCS arrangement, the rates and charges in effect on the first day of service of the renewal will apply.
5. Recognition of previous service will be given to customers who renew an existing PPCS arrangement, for all associated rate elements at the same location(s), provided that the length of the new PPCS arrangement is at least the minimum number of months allowable under Payment Plan A or equals/exceeds the remaining service period of the original PPCS arrangement, whichever is greater.
6. Recognition of previous service will be given to month-to-month customers with a service date of January 1, 1994 or later who convert to a PPCS arrangement, provided the minimum service period has been met. For customers whose service date is January 1, 1994 or earlier, recognition will be given for the previous service back to January 1, 1994. For customers whose service date is later than January 1, 1994, recognition for the previous service will be given back to the actual service date.
7. To determine the appropriate PPCS for the renewed arrangement, recognition of service will consist of the sum of months in service of the completed service arrangement and the sum of the months of the proposed service period of the PPCS arrangement. For example, a PPCS arrangement for a thirty-six month service period under Payment Plan A is renewed for twenty-four months with no changes at the end of the thirty-six month period. The sum of months for the completed and proposed service periods would equal sixty months and would be billed under Payment Plan B. Another example is a Month-to-Month customer, in service for fifteen months, who wishes to convert to a sixty month PPCS arrangement with no changes. The combined service period of the Month-to-Month arrangement and the PPCS arrangement is equal to seventy-five months, which would be billed under Payment Plan C.

## A2. GENERAL TERMS AND CONDITIONS

(T)

### A2.4 Payment Arrangements And Credit Allowances (Cont'd)

#### A2.4.10 Payment Plan For Contract Services (Cont'd)

##### I. Transfer of Service

Service may be transferred to a new customer at the same location upon prior written concurrence by the new customer as specified in this *guidebook*. This does not constitute a disconnect of service or a discontinuance of an existing PPCS arrangement. The new customer will be subject to all provisions and equipment configurations currently in effect for the previous customer. *Terms and conditions* concerning transfer of service between subscribers as stated in other sections of this *guidebook* also apply under PPCS.

(T)

##### J. Deferred Payment

1. Payment of nonrecurring charges for services with contract payment plans which have been approved for deferred payments may be deferred over the length of the customer's payment period or a shorter period (in annual increments) subject to the conditions specified in the *guidebook* for the contracted service as well as the conditions following:

(T)

- a. The charges to be deferred must be either the Installation, Service Establishment and/or other nonrecurring charges (including the applicable interest).
- b. The payment period must be longer than one month.
- c. The minimum amount deferrable shall be the minimum amount set forth in the specific *service publication* for the contracted service.
- d. Interest on deferred amounts will be calculated at the rate set forth in the deferred payment agreement concurred in by both the customer and the Company. The interest rate shall be reviewed periodically by the Company. If the Company determines that the maximum interest rate allowed by law is insufficient to cover the costs of providing the deferred payment option, the Company will suspend the availability of said option until such time as the costs of providing said option can be recovered through the application of an allowed interest rate specified by law. Suspension of the deferred payment option will not affect customers with existing deferred payment agreements that were made prior to the effective date of such suspension.
- e. The deferred charges (including interest) will be prorated on a monthly basis over the length of the selected deferral period.
- f. All deferred charges must be paid in full when the customer:
  - (1) Disconnects service, for the system or service prior to expiration of the deferral period.
  - (2) Fails to pay a monthly amount within thirty days of its due date.
- g. The customer may prepay only the total outstanding deferred charges at any time during the selected deferral period. The customer will be given a credit for the amount of unearned interest. The customer may not prepay less than the total of the outstanding deferred charges.

(T)

##### K. Prepayment

The customer may prepay the total outstanding recurring monthly rates for contracted services, approved for prepayment, for payment periods greater than one month. The prepayment of monthly rates in no way constitutes a purchase and the Company retains full ownership of all services covered by the prepayment. The following conditions apply:

1. Customers who prepay six months or more will have an allowance applied. The interest rate credit for prepayments shall be based on market interest rates that will change periodically, and will be calculated by the Company.
2. Monthly rates for all services covered by a single Letter of Election must be prepaid. Monthly rates must be prepaid for services added subsequently and placed on the same Letter of Election (i.e., customer-elected coterminous option) with a prepaid service.
3. Customers who change the length of a prepaid payment period will be credited any unused portion of the prepayment, subject to termination charges as specified preceding and/or in the *service publication* for the contracted service.
4. Customers who prematurely disconnect will have termination or cancellation charges deducted from the prepaid amount and any balance credited to their account.

(T)

## **A2. GENERAL TERMS AND CONDITIONS**

(T)

### **A2.4 Payment Arrangements And Credit Allowances (Cont'd)**

#### **A2.4.10 Payment Plan For Contract Services (Cont'd)**

**L.** Exception To Termination Liability For State, County, And Municipal Governments (See A2.4.8)

**M.** Moves of Service(s) under PPCS

Termination Liability Charges will not apply to customer requests for moves of service under PPCS from one location to another location subject to the following:

1. The original and new premises locations must be in Company territory within the same state.
2. The move from the original location to the new location must be completed within thirty days of the original premises disconnect date.
3. No lapse in billing will occur for moves of service under PPCS.
4. Orders to disconnect the existing service and reestablish it at the new location must be related.
5. Any rate elements from the original location that are not reestablished at the new location will be subject to applicable Termination Liability charges.
6. Any additions made at the new location will be treated as coterminous additions in accordance with D.
7. All *terms, conditions* and charges for changes made to the service coincident to the move shall apply. (T)
8. All appropriate nonrecurring charges for moves of service as specified in this Guidebook will apply.
9. Moves of service that involve a change of jurisdiction, e.g., intraLATA to intrastate, intrastate to interstate, etc., will not be treated as a disconnect of service with regard to Termination Liability Charge application. The customer must subscribe to a payment arrangement offered in the appropriate interstate *service publication*, which is at least the minimum number of months allowable under Payment Plan A, or equals/exceeds the remaining contract period, whichever is greater. (T)

#### **A2.4.11 Economic Waiver Exception to Termination Liability for Business Customers**

The Company will waive early-termination liability charges associated with a Local Exchange Term Election Agreement plan, program, or promotion for business customers who voluntarily and in good faith file bankruptcy under Chapter 7 of the U.S. Bankruptcy Code, 11 U.S.C. Sections 101-1330. This exception is a one-time waiver. To qualify for this waiver, subscriber must present a copy of the Chapter 7 Bankruptcy filing to the Company, must disconnect all their local exchange service as a result of going out of business, and must have had an existing local exchange Term Election Agreement in effect for at least six (6) months. This exception only applies to disconnects and bankruptcy filings after September 16, 2005. This waiver does not apply to product contracts, Letters of Election, Contract Service Arrangements, or Special Assembly. Subscriber may not have any other outstanding amounts due except the termination liability.



**A2. GENERAL TERMS AND CONDITIONS**

(T)

**A2.4 Payment Arrangements And Credit Allowances (Cont'd)**

**A2.4.12 Bill Format**

A. Following is an example of the Company's bill format for business subscribers.



KY BUSINESS CUSTOMER  
 STE 100  
 123 ANY STREET  
 ANY CITY, KY 12345 9999

Page 1 of 2  
 Account Number 270 555-2222 111 3333  
 Billing Date Jun 23, 2008  
 Web Site att.com

**Monthly Statement**

Bill-At-A-Glance	
Previous Bill	178.98
Payment Received 6-20 Thank You!	178.98CR
Adjustments	.00
Balance	.00
Current Charges	111.57
<b>Total Amount Due</b>	<b>\$111.57</b>
Amount Due in Full by	Jul 11, 2008

**AT&T Benefits**

- Thank you for choosing a package plan tailored for your needs. AT&T lets you choose how, when and where you communicate.

**Plans and Services**

Monthly Service - Jun 23 thru Jul 22	
1. Complete Choice® Single Line Business Line	52.00
Three-Way Calling	
30 Code Speed Calling	
Call Forwarding	
Repeat Dialing	
Call Return	
Call Trace	
Call Blocking	
Caller-ID Name-Number Delivery	
2. Complete Choice® Mntce 1 Line Equipment Maintenance Plan Inside Wire Protection	4.95
<b>Total Monthly Service</b>	<b>56.95</b>

**Billing Summary**

Questions? Call:	Page	
<b>Plans and Services</b>	1	73.90
1 888 620-6000		
<b>PN: 3333</b>		
Repair Service:		
1 888 620-6900		
<b>AT&amp;T Long Distance Service</b>	1	37.67
1 888 620-6000		
<b>Total Current Charges</b>		<b>111.57</b>

Surcharges and Other Fees			
Item	No.	Description	Quantity
3. Federal Subscriber Line Charge	1		6.50
4. Federal Universal Service Fee	1		.73
5. KY - GRF Surcharge	1		.77
<b>Total Surcharges and Other Fees</b>			<b>8.00</b>

Government Fees and Taxes			
Item	No.	Description	Quantity
6. Federal Excise Tax			1.82
7. KY - State Tax			3.65
8. KY - School Tax			1.56
9. Kentucky Lifeline Support	1		.08
10. TRS/TAP Surcharge	1		.09
11. Emergency 911 Service			1.75
<b>Total Government Fees and Taxes</b>			<b>8.95</b>

**Total Plans and Services 73.90**

**AT&T Long Distance Service**

Monthly Service			
Charges for 270 555-2222			
Type of Service	Period		
12. Domestic Unlimited Flex Plan Monthly Fee	06/16-07/15		24.00
13. Business Worldwide Plan Monthly Fee	06/16-07/15		7.95
<b>Total Charges for 270 555-2222</b>			<b>31.95</b>
<b>Total Monthly Service</b>			<b>31.95</b>

**News You Can Use Summary**

- PREVENT DISCONNECT
  - AT&T BILLING GUIDE
  - CARRIER INFORMATION
  - CALL BEFORE YOU DIG
- See "News You Can Use" for additional information

Local Services provided by AT&T Kentucky

Return bottom portion with your check in the enclosed envelope.

U.S. Pat. D410,960 and D414,810

**A2. GENERAL TERMS AND CONDITIONS**

**A2.4 Payment Arrangements And Credit Allowances (Cont'd)**

**A2.4.12 Bill Format (Cont'd)**

**A. (Cont'd)**



KY BUSINESS CUSTOMER  
STE 100  
123 ANY STREET  
ANY CITY, KY 12345 9999

Page 2 of 2  
Account Number 270 555-2222 111 3333  
Billing Date Jun 23, 2008

**AT&T Long Distance Service**

**Surcharges and Other Fees**

1. Federal Universal Service Fund Fee **2.44**

**Government Fees and Taxes**

2. KY - State Tax 2.11  
3. KY - School Tax .72  
4. KY - GRT Surcharge .45  
**Total Government Fees and Taxes 3.28**

**Total AT&T Long Distance Service 37.67**

**News You Can Use**

**PREVENT DISCONNECT**

Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are \$104.99. Also, neglecting to pay for remaining charges may result in interruption, removal of these remaining services or further collection action.

**CARRIER INFORMATION**

Our records indicate that you have selected AT&T Long Distance or a company that resells their services as your primary local toll carrier and AT&T Long Distance or a company that resells their services as your primary long distance carrier. Please contact us if this does not agree with your records.

**AT&T BILLING GUIDE**

To get answers to questions regarding partial month charges and other billing related topics, please view our interactive AT&T Billing Basics Guide at <http://www.att.com/billingbasics>.

**CALL BEFORE YOU DIG**

It's the Law! Call 811 before you dig. Know what's below. Help promote Safety on your job and in your community by calling to get underground utilities located before you DIG! Spread the Word!

**Terms and Conditions**

**RETURN CHECK POLICY**

An important part of AT&T's commitment to our valued customers is keeping you informed of policies that may affect your account. If a check is returned to AT&T from your financial institution, a returned check fee up to the amount permitted by law may be charged to your account.

**DISPUTED DEBTS**

Please note, any check or payment instrument in an amount less than the full amount due that you send AT&T marked "PAID IN FULL" or otherwise tender as full satisfaction of a disputed amount, must be sent to AT&T Accounts Receivable Management, P.O. Box 198992, Section 22, Nashville, TN 37219-8992 and NOT the payment address shown on the payment return document. Thank you for choosing AT&T Kentucky for your communication needs.

**BILL DISCREPANCIES**

AT&T strives to provide our valued customers the best service possible. However, if you have a bill discrepancy, you should notify AT&T within 60 days after the receipt of your AT&T bill.



## **A2. GENERAL REGULATIONS**

### **A2.4 Payment Arrangements And Credit Allowances (Cont'd)**

#### **A2.4.12 Bill Format (Cont'd)**

(T)

##### **A. (DELETED)**

(D)

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**A2. GENERAL REGULATIONS**

**A2.4 Payment Arrangements And Credit Allowances (Cont'd)**

**A2.4.12 Bill Format (Cont'd)**

(T)

**A. (DELETED)**

(D)

**A2. GENERAL TERMS AND CONDITIONS**

(T)

**A2.4 Payment Arrangements And Credit Allowances (Cont'd)**

**A2.4.12 Bill Format (Cont'd)**

B. Following is an example of the Company's bill format for residence subscribers.



KY RESIDENCE CUSTOMER  
123 ANY STREET  
ANY CITY, KY 12345 9999

Page 1 of 2  
Account Number 502 555-1111 222 1212  
Billing Date Jun 25, 2008

Web Site att.com

**Monthly Statement**

Bill-At-A-Glance	
Previous Bill	45.89
Payment Received 6-20 Thank You!	45.89CR
Adjustments	.00
Balance	.00
Current Charges	46.57
<b>Total Amount Due</b>	<b>\$46.57</b>
Amount Due in Full by	Jul 14, 2008

Billing Summary		
Questions? Call:	Page	
<b>Plans and Services</b>	1	42.50
1 888 757-6500 PIN: 5678		
Repair Service: 1 877 737-2478		
<b>AT&amp;T Long Distance Service</b>	1	4.07
1 888 757-6500		
<b>Total Current Charges</b>		<b>46.57</b>

**AT&T Benefits**

- Thank you for choosing a package plan tailored for your needs. AT&T lets you choose how, when and where you communicate.

**Plans and Services**

Monthly Service - Jun 25 thru Jul 24	
1. Residential Line	18.40
2. Listing-Not in Directory or DA	5.50
3. Inside Wire Protection	7.50
<b>Total Monthly Service</b>	<b>31.40</b>

**Surcharges and Other Fees**

Item	No.	Description	Quantity	
4. Federal Subscriber Line Charge	1			6.50
5. Federal Universal Service Fee	1			.73
6. KY - GRT Surcharge	1			.41
<b>Total Surcharges and Other Fees</b>				<b>7.64</b>

**Government Fees and Taxes**

Item	No.	Description	Quantity	
7. Federal Excise Tax				.94
8. KY - State Tax	1			1.56
9. Kentucky Lifeline Support	1			.08
10. TRS/TAP Surcharge	1			.09
11. Emergency 911 Service				.79
<b>Total Government Fees and Taxes</b>				<b>3.46</b>
<b>Total Plans and Services</b>				<b>42.50</b>

**AT&T Long Distance Service**

**Important Information**

Provide family and friends with a toll-free number and unique PIN so they can reach you without being charged. You pay just 10 cents per minute, billed to your AT&T account. Call 1 800 895-5555 TODAY (must be placed from your home telephone number) to request Toll Free at Home Service! Some restrictions apply.

**Monthly Service**

Charges for 502 555-1111			
Type of Service	Period		
12. Core Value Plan Monthly Fee	06/18-07/17		2.00

**News You Can Use Summary**

- PREVENT DISCONNECT
- AT&T BILLING GUIDE
- CARRIER INFORMATION
- CALL BEFORE YOU DIG

See "News You Can Use" for additional information

Local Services provided by AT&T Kentucky.

U.S. Pat. D410,950 and D414,510

Return bottom portion with your check in the enclosed envelope.

**A2. GENERAL TERMS AND CONDITIONS**

**A2.4 Payment Arrangements And Credit Allowances (Cont'd)**

**A2.4.12 Bill Format (Cont'd)**

**B. (Cont'd)**



KY RESIDENCE CUSTOMER  
123 ANY STREET  
ANY CITY, KY 12345 9999

Page 2 of 2  
Account Number 502 555-1111 222 1212  
Billing Date Jun 25, 2008

**AT&T Long Distance Service**

**Surcharges and Other Fees**

1. Federal Universal Service Fund Fee	.30
2. Carrier Cost Recovery Fee	1.49
<b>Total Surcharges and Other Fees</b>	<b>1.79</b>

**Government Fees and Taxes**

3. KY - State Tax	.23
4. KY - GRT Surcharge	.05
<b>Total Government Fees and Taxes</b>	<b>.28</b>

**Total AT&T Long Distance Service 4.07**

**DISPUTED DEBTS**

Please note, any check or payment instrument in an amount less than the full amount due that you send AT&T marked "PAID IN FULL" or otherwise tender as full satisfaction of a disputed amount, must be sent to AT&T Accounts Receivable Management, P.O. Box 198992, Section 22, Nashville, TN 37219-8992 and NOT the payment address shown on the payment return document. Thank you for choosing AT&T Kentucky for your communication needs.

**BILL DISCREPANCIES**

AT&T strives to provide our valued customers the best service possible. However, if you have a bill discrepancy, you should notify AT&T within 60 days after the receipt of your AT&T bill.

**News You Can Use**

**PREVENT DISCONNECT**

Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are \$38.37. Also, neglecting to pay for remaining charges may result in interruption, removal of these remaining services or further collection action.

**CARRIER INFORMATION**

Our records indicate that you have selected AT&T Long Distance or a company that resells their services as your primary local toll carrier and AT&T Long Distance or a company that resells their services as your primary long distance carrier. Please contact us if this does not agree with your records.

**AT&T BILLING GUIDE**

To get answers to questions regarding partial month charges and other billing related topics, please view our interactive AT&T Billing Basics Guide at <http://www.att.com/billingbasics>.

**CALL BEFORE YOU DIG**

It's the Law! Call 811 before you dig. Know what's below. Help promote Safety on your job and in your community by calling to get underground utilities located before you DIG! Spread the Word!

**Terms and Conditions**

**RETURN CHECK POLICY**

An important part of AT&T's commitment to our valued customers is keeping you informed of policies that may affect your account. If a check is returned to AT&T from your financial institution, a returned check fee up to the amount permitted by law may be charged to your account.





## **A2. GENERAL TERMS AND CONDITIONS**

(T)

### **A2.5 Liability Of The Company**

#### **A2.5.1 Service Irregularities**

The Company's liability, if any, for its willful misconduct is not limited by this guidebook. With respect to any other claim or suit, by a customer or by others, for damages associated with the installation, provision, preemption, termination, maintenance, repair, or restoration of service the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the customer under this guidebook as an allowance for interruptions.

#### **A2.5.2 Use Of Facilities Of Other Connecting Carriers**

When suitable arrangements can be made, facilities of other connecting carriers may be used in conjunction with this Company's facilities in establishing connections to points not reached by this Company's facilities. Neither this Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

#### **A2.5.3 Indemnifying Agreements**

The Company shall be indemnified and saved harmless by the subscriber of subscribers against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, apparatus and systems of the subscriber; and against all other claims arising out of any act or omission of the subscriber in connection with the facilities provided by the Company.

#### **A2.5.4 Defacement Of Premises**

The Company is not liable for any defacement of or damage to the premises of a subscriber resulting from the furnishing of service or the attachment of the instruments, apparatus and associated wiring furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of employees of the Company.

#### **A2.5.5 Period For The Presentation Of Claims**

The Company shall not be liable for damages or statutory penalties in any case where a claim is not presented in writing within sixty days after the alleged delinquency occurs.

#### **A2.5.6 Equipment In Explosive Atmosphere**

- A. The Company does not guarantee nor make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The subscriber shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the subscriber or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the subscriber or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of said equipment so provided.
- B. The Company may require each subscriber to sign an agreement for the furnishing of such equipment as a condition precedent to the furnishing of such equipment.
- C. The subscriber shall furnish, install and maintain sealed conduit with explosion-proof fittings between this equipment and points outside the hazardous area where connection may be made with regular facilities of the Company. The subscriber may be required to install and maintain this equipment within the hazardous area, if in the opinion of the Company, injury or damage to Company employees or property might result from installation or maintenance by the Company.

#### **A2.5.7 Performance Of The Telecommunications Network**

Satisfactory performance of the telecommunications network requires continuing functional compatibility of the network control signals and the switching equipment involved. To assume such continuing compatibility, network control signaling in the furnishing of exchange telecommunications service shall be performed by equipment furnished, installed and maintained either by the Company or by the customer.

#### **A2.5.8 Use Of Customer-Provided Equipment**

The services furnished by the Company, in addition to the preceding limitations also are subject to the following limitation:

- A. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company
  1. caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or (M)
  2. not prevented by customer-provided equipment but which would have been prevented had Company-provided equipment been used. (M)

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## A2. GENERAL TERMS AND CONDITIONS

### A2.5 Liability Of The Company (Cont'd)

#### A2.5.9 Listing Errors And Omissions

The Company's liability for damages arising from errors in or omissions of listings in its directories, *where available, otherwise in the Company's Listing Information System* or directory assistance records for which no additional charge is made shall be limited to the amount of actual impairment of the subscriber's service and in no event shall exceed one-half the amount of the charge to the subscriber for Local Exchange Service during the period covered by the directory, *where available, otherwise in the Company's Listing Information System* or during the period that the directory assistance records remain in error after notice to the Company by the subscriber, or \$500.00, whichever is less.

For listings furnished at additional charge, the Company's liability shall not exceed the amount of such additional charge during the period covered by the directory, *where available, otherwise in the Company's Listing Information System* or during the period that the directory assistance records remain in error after notice to the Company by the subscriber.

The Company may discharge its liability for errors or omissions by abatement or refund, or by a combination of abatement and refund.

#### A2.5.10 Reserved For Future Use

#### A2.5.11 Application Testing

The Company makes no warranties with respect to the performance of certain services for any and all possible customer applications which may utilize these services. The Company will provide a limited amount of such service(s) subject to the conditions specified in A. and B. Such service is to be utilized without charge in an initial application test with a customer for no longer than sixty days from the date of installation. The Company shall determine the specific services which may be used in application testing; such services will be made available to all customers for use in an initial application test subject to the conditions set forth herein. The purpose of an application test is to determine the appropriateness of that specific service(s) for that specific application prior to the customer placing a firm order for such service(s).

- A. Services to be provided in an application test are subject to the availability of facilities and equipment as determined by the Company. The criteria set forth herein will also apply for certain offered in Special Service Arrangement agreements. In an application test only the minimum quantity of a service sufficient to ensure a satisfactory test of that service for the customer's application will be provided.
- B. Services that are utilized in an application test with a customer may be provided without charge for an application test period of up to sixty days. Such service is provided for the specific purpose of conducting an application test with a customer and is not intended to be utilized as a substitute for temporary service.
  - 1. Upon completion of the application test where the customer determines that the performance of the services utilized are unacceptable for the application, the application test service will be removed without charge to the customer. Such service shall be disconnected by the Company no later than the first day following the sixtieth day of the application test.
  - 2. Upon completion of the application test where the customer determines that the performance of the services utilized are acceptable for the application and no changes to the test service configuration are required, the customer will be billed the appropriate nonrecurring charges for the test service and monthly billing will begin at that time.<sup>1</sup>
  - 3. Upon completion of the application test where the customer determines that the performance of the services utilized are acceptable for the application, however, the test service configuration must be changed, the customer shall be responsible for both the appropriate nonrecurring charges for the application test service plus all appropriate charges for the rearrangement of the service. Monthly billing shall begin for the rearranged service.

**Note 1:** Any additional service requested to be installed upon completion of the application test shall be subject to standard nonrecurring charges and rates as set forth in each service publication.

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## **A2. GENERAL TERMS AND CONDITIONS**

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### **A2.5 Liability Of The Company (Cont'd)**

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#### **A2.5.12 Limitation of Liability**

##### **A. Unauthorized Computer Intrusion**

The Company's liability, if any, for its willful misconduct is not limited by this section of this *guidebook*. With respect to any other claim or suit by a subscriber, common carrier, reseller, or any other party for damages caused by, or associated with, any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a Company computer, switch, data, database, software, information, network or other similar system, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge by the Company for the service for the period during which the service provided by the Company was affected or so utilized.

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Each subscriber of the Company shall be responsible for providing appropriate security measures to protect the subscriber's computer, data, or telecommunications network.

##### **B. Transmission of Data**

The Company shall not be held liable for any damage, harm or loss of data caused by the subscriber using the Company's voice-grade telephone access lines and/or facilities for the transmission of data. Voice-grade lines are primarily conditioned to handle data speeds up to 9.6 kilobits per second (kbps). The Company's liability shall be limited to errors or damages to the transmission of voice messages over these facilities, and the liability shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

The Company's liability for damages or errors caused during the transmission of data over any of the Company's data facilities shall be limited to an amount equal to the proportionate charge for the service for the period during which the service was affected.

##### **C. Errors or Damages Caused by System Date Limitations**

The Company's liability for errors or damage resulting from the inability of the Company's systems to process dates, such as the Year 2000, shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

##### **D. Unauthorized Devices**

The Company shall not be held liable or responsible for any damage or harm that may occur as the result of unauthorized devices or the failure of the Company to detect unauthorized devices on the subscriber's line.

### **A2.6 Reserved For Future Use**

### **A2.7 Obligation Of The Company**

#### **A2.7.1 Obligation To Furnish Service**

The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

### **A2.8 Reserved For Future Use**

### **A2.9 Reserved For Future Use**

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## A2. GENERAL TERMS AND CONDITIONS

### A2.10 (DELETED)

### A2.11 Trademarks and Service Marks Protection

#### A2.11.1 Use of Trademarks and Service Marks

Trademarks and service marks owned by *AT&T* Intellectual Property may not be used by any entity concurring in or providing services pursuant to this *guidebook* except under an express written license agreement *AT&T* Intellectual Property.

### A2.12 Reserved for Future Use

### A2.13 Customer Premises Inside Wire

#### A2.13.1. General Provisions

- A. Customer premises inside wire is defined as that wire, including connectors, blocks, and jacks, located on the customer's side of the demarcation point.
- B. Customer premises inside wire provided by the customer may be connected to Simple Residence and Simple Business Individual or Party Line Service furnished by the Company at any point on the customer's side of the demarcation point. Simple Residence and Simple Business are defined as Individual Basic Exchange Service which do not terminate in a subscriber's communications system. Service terminating in a subscriber's communications system, such as Key or PBX, is defined as Complex.
- C. The typical Network Interface for the connection of customer premises inside wire consists of a miniature modular standard jack equivalent and is provided as a part of the Exchange Access Line. (Other specifically requested Network Interface Jacks are billable subject to rates in Section A14.) A Network Interface will be installed on the customer's premises at a location determined by the Company which is accessible to the customer. The normal location of the Network Interface is at the point of minimum penetration on the customer's premises (see A15.1.1.) which would be in close proximity to the protector or equivalent where the Company facilities enter the customer's premises, wherever practicable.
- D. Network Interfaces are provisioned as specified in A14.1.
- E. Connection of customer premises inside wiring and terminal equipment to the telephone network may be made through a Network Interface jack conforming to FCC Part 68 rules or by direct attachment to Company-provided wiring at any point on the customer's side of the demarcation point.
- F. The customer is prohibited from connecting premises wiring to the protector.
- G. The Company owned inside wiring and/or jacks maintained by the customer remains the property of the Company.

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## A2. GENERAL TERMS AND CONDITIONS

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### A2.13 Customer Premises Inside Wire (Cont'd)

#### A2.13.2 Responsibility of the Customer

- A. In the event that the customer provides, maintains, or attempts to maintain inside wire and/or jacks, the customer assumes the risk of loss of service, damage to property or death to or injury of the customer or the customer's agent. The customer will save the Company harmless from any and all liability, claims, or damage suits arising out of the customer's wire provision or maintenance activity.
- B. Where customer premises inside wire and/or jacks are maintained by the customer, the customer is responsible for correcting any service difficulty that is causing harm to the telecommunications network upon notice from the Company that such wire is causing the difficulty.
- C. In those instances where the Company makes a repair visit to the customer's premises and the service difficulty or trouble results from customer-provided or maintained inside wire and/or jacks that are not installed in accordance with the technical standards for such inside wire and jacks, other Residence or Business Services customers will be subject to charges outlined in A4.8.
- D. The Company will make the technical standards and installation guidelines for customer provision of inside wire and jacks available to customers at Company designated locations.

#### A2.13.3 Incidence of Harm

- A. Should terminal equipment, inside wiring, plugs and jacks, or protective circuitry cause harm to the telephone network, or, should the Company reasonably determine that such harm is imminent, the Company shall, where practicable, notify the customer that temporary discontinuance of service may be required; however, wherever prior notice is not practicable, the company may temporarily discontinue service forthwith, if such action is reasonable under the circumstances.
- B. In case of such temporary discontinuance, the Company shall (a) promptly notify the customer of such temporary discontinuance, (b) afford the customer the opportunity to correct the situation which gave rise to the temporary discontinuance and (c) inform the customer of his right to bring a complaint to the Federal Communication Commission (FCC) pursuant to the procedures set forth in the FCC Part 68 rules, Subpart E.

### A2.14 Customer Agents

#### A2.14.1 General

- A. The conditions specified herein apply to any entity (hereinafter "agent"), including but not limited to Customer Premises Equipment Providers, Enhanced Service Providers, and Interexchange Carriers acting or purporting to act on behalf of a customer or prospective customer (hereinafter "customer") in transactions with the Company. Such transactions may include, but are not limited to: (1) requests for information about the service or equipment of any customer, (2) negotiations regarding deposits, (3) orders for establishment of or changes in service or equipment, and (4) requests for or inquiries concerning the repair or maintenance of the service or equipment of any customer.

#### A2.14.2 Responsibility of the Agent

- A. The agent shall at all times act within the scope of the agent's authority as defined in the agent's agreement with the customer and shall not undertake any transaction with the Company on behalf of any customer unless the agent has been authorized to do so by that customer.
- B. In undertaking any such transactions on behalf of any customer, the agent shall comply with all *terms and conditions* in this section of this *guidebook* applicable to the transaction or to the service or equipment to which the transaction pertains.

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## A2. GENERAL TERMS AND CONDITIONS

### A2.14 Customer Agents (Cont'd)

#### A2.14.3 Warranty and Liability of the Agent

- A. By undertaking any transaction with the Company on behalf of a customer, the agent warrants and represents to the Company that the agent has been duly authorized by the customer to act on behalf of the customer in the transaction undertaken. In the event that the customer denies that the agent has acted within the scope of its authority, the agent shall assume responsibility for such transactions and will indemnify and hold the Company harmless from any and all damages, losses, or claims resulting from such dispute or denial by the customer, except for any damages, losses, or claims resulting from the Company's willful misconduct, and will pay any and all applicable rates and charges for services rendered or equipment supplied by the Company because of the agent's actions. The foregoing in no way absolves the customer from liability arising from transactions performed by the agent on behalf of the customer.

#### A2.14.4 Proof of Authority

- A. When the Company in the reasonable exercise of the Company's discretion believes it appropriate, the Company may request proof of the authority of any party claiming to be the agent of the customer prior to acting upon such request. Failure of the Company to request such proof shall not, however, limit or otherwise affect the agent's responsibility or liability set forth herein, nor shall such a failure constitute a waiver of the Company's right to request such proof at any time in the future.

### A2.15 Reserved For Future Use

### A2.16 Reserved For Future Use

### A2.17 Reserved For Future Use

### A2.18 Reserved For Future Use

### A2.19 Reserved For Future Use

### A2.20 Cost Assessment Charge (CAC)

- A. A Cost Assessment Charge (CAC) is assessed on a per line or trunk basis or as shown below for residential and business customers. The CAC is established to recover ongoing costs associated with the administration of Local Number Portability (from line- and trunk-based services from residence and business customers). This charge is not a tax or fee that the government requires AT&T to collect from customers. The CAC does not apply to 911 Services, Coin Services, or any of the following account types: Federal, State, and Local Government accounts; Resale accounts; or accounts designated by the Company as Wholesale.

	Monthly Rate	USOC	
1. Cost Assessment Charge (CAC)			
(a) Each Local Exchange Service line			
Residence	<i>\$0.17</i>	<b>C8RCC</b>	(R)
Business	<b>0.45</b>	<b>C8RCD</b>	
(b) Each Primary Rate ISDN (PRI)	<b>2.25</b>	<b>C8RCE</b>	
(c) Each PBX trunk	<b>4.05</b>	<b>C8RCG</b>	
(d) Each Centrex Station line	<b>0.45</b>	<b>C8RCD</b>	
(e) Each Basic Rate ISDN (BRI)			
Residence	<i>0.17</i>	<b>C8RCC</b>	(R)
Business	<b>0.45</b>	<b>C8RCD</b>	

### A2.21 Law Enforcement Subpoena Requests For Call Detail Information

#### A2.21.1 Charge for Extracting and Processing Call Detail Information

- A. Effective August 1, 1999, when law enforcement agencies provide the Company subpoena requests for local call detail information for a specific number or numbers over a specified period of time, up to a maximum of 60 days in arrears, that require special computer processes to search for, assemble, reproduce, and provide the requested call detail information, where facilities permit, a charge shall apply. This charge shall not be applicable for law enforcement agencies' subpoena requests for customer information that already exist and only require reproduction.

1. Charge for Providing Incoming and/or Outgoing Call Detail Information		
(a) Minimum Per Number for up to Seven Consecutive Days	<b>\$35.00</b>	<b>NA</b>
(b) Per Number Per Additional Day After Seven Consecutive Days	<b>5.00</b>	<b>NA</b>

## A2. GENERAL TERMS AND CONDITIONS

### A2.22 TDM to IP Transition

#### A2.22.1 General TDM to IP Transition Provisions

As a result of evolving network technology, the Company is able to offer new, advanced services. At the same time, certain older services will no longer be available in some geographic areas, as those services are no longer technically or economically feasible. The table below identifies services that have been withdrawn, by wire center and exchange, along with additional information related to these service withdrawals.

<u>Product Name</u>	<u>Reference</u>
Flat Rate Schedule, PBX Trunks	A3.2.1
Measured Rate Schedule, PBX Trunks	A3.2.3
Auxiliary Line Service (Inward Service)	A3.17
Trunk Lines	A3.20
Network Access Service, Trunks	A3.26
Foreign Exchange Service	A9.1
Foreign Central Office Service	A9.2
Private Branch Exchange Service	A11.1
Trunk Lines	A11.2
Direct-Inward-Dialing (DID) Service	A12.7
Prestige Communications Service (PCS)	A12.16
BellSouth Centrex ISDN Service	A12.26
Toll Trunks (Toll Terminals)	A13.14
Extension Service	A13.24
Channels for Extension Line	A13.25
Hot Line Service	A13.56
Derived Data Channel Service	A29.1
Data Transport Access Channel Service	A29.2
ISDN - Business Service (IBS)	A42.1
Primary Rate ISDN	A42.3
BellSouth Channelized Trunks	A43.1
BellSouth Remote Access Service	A47.1

<u>Effective Date</u>	<u>Wire Center</u>	<u>Exchange</u>	<u>Other Information</u>
07/15/2020	PIVLKYMA	Pineville	Distribution Area: 4203PA
05/30/2022	BWLGKYMA	Bowling Green	Distribution Areas: 3104 and 5210
05/30/2022	EDVLKYMA	Eddyville	Distribution Areas: 3106
05/30/2022	MYFDKYMA	Mayfield	Distribution Areas: 1102, 3134, 4104, 4132, 4320 and 5191
06/30/2022	MYFDKYMA	Mayfield	Distribution Areas: 1109

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