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| Notification Type: | Promotion |
| Jurisdiction: | KENTUCKY |
| Notice Date: | 11/17/2023 |
| Package Number: | KY-24-0003 |
| Service Name: | PR Business Promotion Renewals and Expiration |
| Tariff /Guidebook Sections: | |
| Expected Issue Date: | 01/01/2024 |
| Expected Effective Date: | 01/01/2024 |
| Descriptive Narrative: | <p>The AT&T CompleteLink 1.5 Promotion described below will end on December 31, 2023.</p> <p>Remote Call Forwarding Promotion and AT&T Business Remote Call Forwarding with Unlimited Local Usage Win/Winback Promotion II will renew:</p> <p>Offer Dates START on January 1, 2024 END on December 31, 2024</p> <p>Remote Call Forwarding Promotion The Remote Call Forwarding Promotion (the "Program") will offer discounts on the Subscriber's bill. The offer is only available to new subscribers requiring Remote Call Forwarding ("RCF") to maintain their local exchange business number(s) or existing AT&T subscribers that are moving within their local area that are required to change their business telephone number(s). The subscriber will earn, for 12 months, as long as they maintain a local service agreement with AT&T, a discount in an amount that reduces the Remote Call Forward service to \$5.00 and can have a maximum of (10) RCF lines for local call forwarding only using this promotion. Each RCF path must be located in the same state where the qualifying local exchange service is established. Subscribers must order RCF service within 30 days of establishing the qualifying local exchange service in order to be eligible.</p> <p>AT&T Business Remote Call Forwarding with Unlimited Local Usage Win/Winback Promotion II This promotion is available to existing business customers who have their exchange access service with another carrier and who now establish their exchange access service with the Company or AT&T Business Voice over IP Service (AT&T Phone), are now requesting 1-10 business exchange access lines and/or 1-6 AT&T Phone seats, and cannot port their telephone number and require Remote Call Forwarding (RCF) to keep their existing telephone numbers at existing location. During this promotional period, eligible business customers</p> |



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will receive a net effective rate of \$5.00 per month per path for RCF service and unlimited AT&T Local Usage and AT&T Message Telecommunications Service. Promotion Eligibility:

- To qualify for this promotion, the Call Forwarded number of the RCF service must terminate to a Company business access line (excluding 800 service lines) or AT&T Business Voice over IP Service, at the time customer subscribes to this Promotion. Subscribers must order RCF service within 30 days of establishing the qualifying exchange access service from the other carrier. Subscribers may have a maximum of ten RCF paths (initial/additional) per billing account participating in this discounted service, and the RCF path(s) must be located in the same state where service from the other carrier was located.
- If subscriber with this RCF Promotion terminates Company business access line or AT&T Business Voice over IP Service and retains the Company's RCF, this Promotion will continue to apply until customer terminates the RCF service. The monthly Remote Call Forwarding rates and unlimited local or local toll usage will be discounted for each path and for each additional path.
- Eligible customers will receive a waiver of the nonrecurring charges to add RCF.
- This Win/Winback Promotion cannot be combined with other RCF promotions or offers, including the existing RCF discount offer, which will still be available.

AT&T CompleteLink 1.5 – Ends December 31, 2023

CompleteLink 1.5 is an optional discount plan, available from AT&T where services are available. This plan provides eligible business customers monthly discounts on selected eligible business services based on the customer's Minimum Annual Revenue Commitment (MARC) and Term Agreement.

Promotion Specifics

Business customers who commit to a Minimum Annual Revenue Commitment (MARC), for a 1 or 2 year term, will receive a monthly percentage discount credited off their monthly charges for Eligible Services, expressed as a total volume discount (TVD) on their monthly bill. The MARC is based on the customer's total billed revenue for Contributory Services. Annually, the amount of total volume discount credits a customer will receive is limited by the Maximum Annual Discount (MAD), which is based upon the MARC to which the customer has committed.

| <u>MARC</u> | <u>Maximum Annual Discount</u> | <u>TVD 1 Year</u> | <u>TVD 2-Year</u> |
|-------------|--------------------------------|-------------------|-------------------|
| \$500 | \$375 | 5% | 8% |
| \$2,500 | \$1,000 | 5% | 10% |
| \$5,000 | \$2,500 | 5% | 10% |
| \$10,000 | \$7,500 | 5% | 15% |
| \$25,000 | \$26,250 | 5% | 20% |
| \$75,000 | \$40,000 | 5% | 25% |

In addition to the TVD, eligible Win and Winback customers (Win and Winback customers include business customers who are moving their local exchange access line service from a competitive local exchange carrier to AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina or AT&T Tennessee)



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will receive accelerated discounts calculated as a percentage of their MARC. This additional, accelerated discount will be applied as a credit to their bill. Win and Winback customers will receive a waiver of the normally applicable service order and line connection non-recurring charges associated with local access lines and any vertical services ordered at the time of their initial subscription to CompleteLink 1.5. The accelerated discounts will be applied for 1 or 2 year term commitments, according to the schedule below, in the 1st and 13th month of the applicable term.

| <u>Accelerated Discounts:</u> | <u>1 Year Term</u> | <u>2 Year Term</u> |
|-------------------------------|------------------------|------------------------|
| Up Front Credit | 5% | 15% |
| 1st Year Anniversary | N/A | 10% |

Promotion Restrictions/Eligibility Requirements

- This promotion is available to business customers on an aggregate billing Telephone number (“BTN”) basis, as follows: (a) to new or existing customers who subscribe to services reported by AT&T as regulated in accordance with the FCC’s Part 32 Uniform System of Accounts (“Regulated Services”); and (b) to such customers who agree to be billed by AT&T for all of their BTNs in an aggregate monthly billing amount of not less than \$500 per year. This promotion is not transferable or assignable.
- BTNs that include Regulated Services pursuant to Contract Service Arrangements (CSAs) or other AT&T programs or promotions are not eligible for inclusion in this promotion.
- CompleteLink 1.5 is offered for term commitments of one or two or years. Customers must select one of the offered MARC levels and must sign a Confirmation of Service Order (“CSO”) to indicate their selection. A customer may increase their MARC level at any time without assessment of early termination charges. To increase a MARC, the customer must also commit to a new term. A decrease of the MARC level during the term is deemed to be a termination of the Service and early termination charges are applicable, unless the customer qualifies for a Business Downturn MARC Downgrade.
- The Term of a CompleteLink 1.5 agreement begins on the date all Billing Telephone Numbers (“BTNs”) listed on Attachment B to the CSO are entered into the AT&T billing system (“Commencement Date”) and continues hereafter for the Term Length specified in Attachment A to the CSO (the “Term”).
- MARC “Contributory Services” include eligible AT&T intrastate ILEC network Services provided by AT&T. The following charges do not contribute toward the MARC: E-911 Service charges, taxes, late payment charges, charges billed pursuant to Federal or State Access Service Tariffs, and charges collected on behalf of cities, municipalities or other governmental entities (including, but not limited to surcharges for 911 services, end user common line surcharges, nonregulated entities, 976 service charges, Miami Manhole surcharges, universal service fees, and telecommunication relay service surcharges).
- “Eligible Services” are those services that are eligible for discounts based on achievement of specified MARC. MARC volume discounts are limited to the following Eligible Services: Individual business lines, analog trunks, TouchStar Service features, selected Custom Calling Service features (speed calling 8-code [USOC ES] and anonymous call rejection [USOC HBY] are no longer eligible for discounts), Message Waiting Indication, RingMaster I and II, Complete Choice for Business (CCB) excluding CCB with Term Plan



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| | <p>discounts, and Hunting for a one year term. Hunting is not an Eligible Service for terms of 2 years, but will be separately discounted 50% for a two-year term commitment, and those discounts will not apply against the MAD.</p> <ul style="list-style-type: none">- With the exception of local exchange access service, CompleteLink 1.5 customers are not required to purchase any of the Contributory services.- AT&T will send a notice to the Customer's billing address prior to the term expiration date of the CompleteLink 1.5 agreement. If a customer does not commit to a new term plan or an alternate plan by the last date of the existing term plan, the customer's CompleteLink 1.5 plan, discounts and rates will terminate, and the customer will be billed at the prevailing guidebook rates.- Eligible Win/Winback customers will receive a waiver of normally applicable service order and line connection nonrecurring charges associated with local access lines and/or vertical services ordered at the time of the initial subscription to a CompleteLink 1.5 agreement. Standard non-recurring charges, as appropriate, will apply to lines and features added after the initial CompleteLink 1.5 order.- Win/Winback business customers who establish service with AT&T and subscribe to a CompleteLink 1.5 agreement will receive an accelerated discount that is calculated as a percentage of their agreed upon MARC and will be applied as a credit to their bill. The accelerated discounts will be applied upon subscription to CompleteLink1.5 and yearly (for terms exceeding one year) thereafter.- Customers who establish a CompleteLink 1.5 agreement and later upgrade to a new term length and or MARC level, or who terminate their CompleteLink 1.5 agreement prior to its expiration date, will forego any accelerated discounts not yet received. Customers who upgrade will retain any accelerated discounts already received and will not receive any yearly accelerated discounts based on their original CompleteLink 1.5 term.- If the customer's actual billings for "Contributory Services" are less than the customer selected MARC, the customer will be billed an "Annual Shortfall" charge which is the difference between the MARC and the actual billings for the Contributory Services for the same 12 month period, excluding any taxes and surcharges.- In the event the customer terminates the CompleteLink 1.5 agreement prior to the expiration of the Term, the customer shall be liable for Early Termination charges. The Early Termination charge shall be calculated as follows:<ul style="list-style-type: none">A. 50% of the MARC multiplied by the number of years remaining in the Term. If the termination includes calculation for a partial year and the partial year relevant billings are less than the customer's MARC commitment, the customer shall pay to AT&T 50% of the difference between the MARC and the actual amount of billings of Contributory Services for the same period of time.B. In addition to the Early Termination charge described in A. above, the customer shall be liable for Early Termination charges equal to 50% of any accelerated discount(s) received, prorated for the number of months remaining under this Order.- Termination liability charges applicable for CompleteLink 1.5 agreements will be offset by termination charges, if applicable, from other allowed agreements for any CompleteLink 1.5 Eligible Service as a result of the same customer termination activity. Termination charges resulting from the charge-back of |
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| | <p>Accelerated Discounts received will not be offset by termination charges as a result of the termination of other allowed agreements for CompleteLink 1.5 Eligible Services.</p> <p>- At the customer's request, termination charges may not apply as follows:</p> <p>A. Satisfaction Guarantee: The customer may terminate this Order without Early Termination charge liability within 90 days of subscribing, unless the customer had terminated another AT&T toll, access or usage term plan to subscribe to this CompleteLink 1.5 Plan. In addition, if the customer received an accelerated discount upon entering into this Order, the amount of the accelerated discount shall be charged to the customer's Main Billed Telephone number monthly statement or final bill.</p> <p>B. MARC Downgrade Allowance for Technology Upgrade: Subject to the following conditions as solely determined by AT&T, Customer may terminate this Pricing Schedule without incurring Early Termination Charges if:</p> <ul style="list-style-type: none">- Customer terminates Services in Column A below to replace those services with Services in the corresponding Column B below;- The Column B services are installed at the same locations and at the same relative quantities as the Column A terminated Services;- The invoiced charges for Services in Column B will result in a reduction in monthly charges such that Customer's MARC Contributory charges will be reduced by 50% or more; and- Customer enters into a new CompleteLink 1.5 agreement ("CompleteLink Replacement Agreement") at the next lowest MARC level for a term equal to or greater than the time remaining in the Term of this Pricing Schedule; and- Customer's MARC under this Pricing Schedule exceeds \$500.00. <table border="0"><tr><td style="text-align: center;"><u>Column A</u>¹</td><td style="text-align: center;"><u>Column B</u></td></tr><tr><td>Analog Trunks</td><td>ISDN PRI</td></tr><tr><td>Basic Local Access Exchange Lines</td><td>ISDN PRI</td></tr></table> <p>- 90 day service guarantee does not apply to the CompleteLink Replacement agreement.</p> <p>C. Business Downturn MARC Downgrade: For purposes of this Order, the term "Business Downturn" is defined as an unplanned, measurable change in Business conditions affecting the customer's business that was outside of the customer's control and that materially and negatively affected the customer's need for the level of AT&T Contributory Services. This provision may be invoked by the customer no earlier than on the 1st year anniversary date (based on the Commencement Date) of a two year term agreement. To invoke this provision, the customer must provide in writing to AT&T the facts which support its request for Business Downturn, and AT&T will solely determine whether the customer's supporting materials describe a situation which constitutes a Business Downturn under this Order. Upon AT&T's determination that a Business Downturn has occurred, the customer and AT&T shall then negotiate in good faith an appropriate and commercially reasonable change to the customer's commitments hereunder.</p> | <u>Column A</u> ¹ | <u>Column B</u> | Analog Trunks | ISDN PRI | Basic Local Access Exchange Lines | ISDN PRI |
| <u>Column A</u> ¹ | <u>Column B</u> | | | | | | |
| Analog Trunks | ISDN PRI | | | | | | |
| Basic Local Access Exchange Lines | ISDN PRI | | | | | | |



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| | <p>Examples of appropriate and commercially reasonable changes are (but are not limited to) a modification to the term length, price, MARC, or combination thereof. The Parties shall continue performance under this Order during AT&T's determination and the negotiations. If no agreement can be reached regarding a change to the customer's commitments, then the rates, MARC, terms and conditions of this Order shall remain in effect for its Term. The customer may invoke this provision only once during the Term of this Order. The customer specifically acknowledges the transfer or substitution of the contributory services to a provider other than an AT&T company during the Term which results in a reduction in the projected annual spending for Contributory Services under this Order does not qualify as a business downturn.</p> <p>D. During the Term of this Order, the customer may terminate without liability provided: a) the customer converts to another Company Access or Usage plan with a term equal to or greater than the remaining CompleteLink 1.5 plan, and a revenue commitment equal to or greater than the CompleteLink 1.5 MARC.</p> <ul style="list-style-type: none">- Customers who have terminated a CompleteLink 1.5 agreement for the purpose of establishing service with another carrier and who now return to AT&T and sign a new CompleteLink 1.5 agreement will receive a one-time waiver or refund of termination charges associated with early termination of their former CompleteLink 1.5 agreement. The new term period and MARC must be greater than or equal to that of the terminated plan. Customers must not have had service disconnected for nonpayment with AT&T or have any past due bills for regulated service owed to AT&T, and the "Bill Name" must be the same as on the prior AT&T account in order to qualify.- Each business customer may have only one each of the following two types of contracts, (i.e. up to three active contracts) at any given time for which the customer qualifies. Each contract will be limited to a maximum of 1,000 BTN's: Standard Winback- If during the Term, an AT&T ILEC Service provided under a CompleteLink Agreement is migrated to a qualifying AT&T Business Voice over IP (BVoIP) Service or to a qualifying AT&T Mobility Service (referred to collectively as the "Replacement Service"), then the Early Termination Charge associated with the Terminated ILEC Service will be waived provided:<ol style="list-style-type: none">(1) the Terminated ILEC Service has been installed at the Customer site for no fewer than 3 months;(2) the term of the Replacement Service agreement is equal to or greater than the remaining term for the Terminated ILEC Service;(3) the Replacement Service is installed or available at the same Customer sites as the Terminated ILEC Service;(4) the Replacement Service is contracted for in the same relative quantity(ies) as those Terminated ILEC Services being displaced, and(5) activation of the Replacement Service at the Customer sites or for Customer use such Customer Sites occurs within 90 days of termination of the ILEC Service at that site. In conjunction with a migration to a qualifying AT&T BVoIP or a qualifying AT&T Mobility Service as described above, customers may qualify for MARC Downgrade Allowance for Technology Upgrade as described in paragraph B, herein. In such cases, the following replacement services will be allowed, in |
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| | <p>addition to those listed in the applicable table under paragraph B: A B Analog Trunks to BVoIP or Mobility Measured or Flat Business Lines to BVoIP or Mobility Additionally, for purposes of determining the lower MARC, the MARC on the new agreement will be reduced in direct proportion to the reduction in revenue associated with the migrated AT&T ILEC Services being provided to Customer under the qualifying AT&T BVoIP Service or AT&T Mobility Service contract. It is at the Company's sole determination whether a product change satisfies these requirements.</p> <p>Note 1: Centrex is not a service eligible for inclusion in Column A.</p> |
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