

January 10, 2020

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ELECTRONICALLY FILED

Gwen R. Pinson
Executive Director
Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602-0615

RE: **Case No. 2019-00047**

Dear Ms. Pinson:

RECEIVED

JAN 10 2020

PUBLIC SERVICE
COMMISSION

Please find enclosed and accept for filing the original and ten copies of AT&T Kentucky's responses to Staff's December 3 data requests.

Copies of the responses are being served on counsel of record.

Very truly yours,


Mark R. Overstreet

MRO

cc: Counsel of Record

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

In the Matter of:

ASSOCIATES IN DERMATOLOGY, PLLC)
)
COMPLAINANT)
)
V.)
)
BELLSOUTH TELECOMMUNICATIONS, LLC dba)
AT&T KENTUCKY)
)
DEFENDANT)

JAN 10 2020
PUBLIC SERVICE
COMMISSION

CASE NO.
2019-00047

DEFENDANT'S RESPONSE TO COMMISSION DATA REQUESTS

REQUEST NO. 1: Provide Associates in Dermatology's address at which AT&T Kentucky provided the service or services at issue in this matter.

RESPONSE: 3810 Springhurst Blvd., Louisville, Kentucky 40241.

Witness: Brittaneetherton

REQUEST NO. 2: State whether Associates in Dermatology continues to receive service from AT&T Kentucky, and if so, list and briefly describe the current services Associates in Dermatology receives from AT&T Kentucky.

RESPONSE: Associates in Dermatology does not continue to receive service from AT&T Kentucky.

Witness: Brittaneetherton

REQUEST NO. 3: Other than the services identified in response to Request for Information No. 2 above, list and briefly describe all services that AT&T Kentucky has provided Associates in Dermatology in the last three years; and identify the date on which AT&T Kentucky last provided each of those services.

RESPONSE: In the previous three years AT&T Kentucky provided the following services to Associates in Dermatology:

(a) AT&T Network-Based Firewall Service (Virtual Security Firewall built into the Cloud infrastructure includes Public Internet Access out from NBFW). The service was last provided February 2018;

(b) VPN Value Bundle Express (Virtual Private Network/MPLS Service and Wide Area Network (WAN)). The service was last provided February 2018;

(c) Voice Over IP. The service was last provided February 2018;

(d) Web Hosting. (Internet hosting of Associates in Dermatology website). The service was last provided February 2018;

(e) Analog telephone service (POTS). The service was last provided November 2018.

Witness: Brittanee Etherton

REQUEST NO. 4: Provide any contracts between AT&T Kentucky and Associates in Dermatology under which Associates in Dermatology continues to receive service, and for each, state whether the contract has expired or been terminated, i.e., is service being provided on a month-to-month basis or is Associates in Dermatology bound to receive service for a period of time.

RESPONSE: There are no existing contracts between AT&T Kentucky and Associates in Dermatology as of the date of this response. Please see AT&T Kentucky's response to KPSC 1-5 for the two earlier contracts that expired.

Witness: Brittanee Etherton

REQUEST NO. 5: Other than those contracts provided in response to Request for Information No. 4 above, provide any contracts between AT&T Kentucky and Associates in Dermatology that were terminated or expired in the last three years.

RESPONSE: Please see the two contracts attached to this response. The contracts expired by their terms on December 31, 2019.

Witness: Brittane Etherton

ATTACHMENT
NO. 1

20160825-2168



AT&T Business Network (ABN) VPN Value Bundle Express Agreement

The rates, discounts and other provisions in this Agreement are contingent upon signature by both parties on or before **December 31, 2016**

For AT&T Administrative Use Only attuid: bw6258
 171 Account # _____ Master Customer # _____ CON#: CSM160824170850
 Contract ID#: **VVB71515-V140401**

Company Name ("Customer")	AT&T – Contact For Notices	AT&T Sales Contact - Primary Contact
Legal Name: ASSOCIATES IN DERMATOLOGY	AT&T Corp	Name: BRADLEY WOOD
Street Address: 3810 SPRINGHURST BLVD	One AT&T Way	Street Address: 601 W CHESTNUT ST
City: LOUISVILLE, State: KY Zip: 40241	Bedminster, NJ 07921-0752	City: LOUISVILLE, State: KY Zip: 40203
Tel # 5025831749	ATTN: Master Agreement Support Team: mast@att.com	Tel # 5022878027

AGREEMENT TERMS

1. SERVICES

Services in ABN VPN Value Bundle Express	Service Publication
<ul style="list-style-type: none"> AT&T VPN Express Service (with Managed Router feature) AT&T IP Flexible Reach AT&T Managed Firewall Service – Network Based AT&T Business in a Box[®] Service Wireless Data Back-Up for AT&T VPN Express Service AT&T Cloud Web Security Service 	http://serviceguidenew.att.com/sg_flashPlayerPage/ABN (See VPN Value Bundle Express)

2. AGREEMENT TERM AND EFFECTIVE DATES OF RATES

Term	3 Years
Term Start Date	First day of first full billing cycle following implementation of this Agreement in AT&T's billing system
Effective Date of Rates and Discounts	Following implementation of this Agreement in AT&T's billing system
Auto-Renewal Period(s)	Month-to-month, unless either party terminates via written notice to the other party giving at least ninety (90) days prior to the expiration date of Initial Term or then-current Auto-Renewal Period. Each party waives any right to receive notice prior to any such automatic extension.

3. MARC AND MARC-ELIGIBLE CHARGES

Not Applicable

4. WAIVERS, MINIMUM PAYMENT PERIOD AND CREDITS

4.1 Waivers

Charges Waived	Minimum Retention Period
Specified in the Service Publication for ABN VPN Value Bundle Express	12 Months
Monthly Recurring Charge per AT&T IP Flexible Reach Enhanced Features Package- includes the Customer Portal	N/A
Monthly Recurring Charge per port per Site for Internet VLAN Option	N/A
Monthly Charges incurred during the 7th and 19th month of the Initial Term for the following:	N/A
<ul style="list-style-type: none"> AT&T VPN Express Service (with Managed Router feature) 	

4.2 Minimum Payment Period



AT&T Business Network (ABN) VPN Value Bundle Express Agreement

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	12 months or until the end of the Term of this Agreement, whichever is later

5. RATES (PRICES)

5.1 AT&T VPN Express Service (with Managed Router feature)

Locations in AT&T ILEC Areas where AT&T Corp. or an AT&T Affiliate owns the facilities from the Customer Site to the AT&T POP

AT&T VPN Express Service (with Managed Router feature)			
Option	Access Method	Bandwidth	Monthly Charge Per Port Per Site
A	T-1#	1.5 Mbps	\$370.00
B	2xT-1#	3 Mbps	\$625.00
C	4xT-1#	6 Mbps	\$1,135.00
D	Ethernet – Switched*	10 Mbps	\$750.00
E1**	Ethernet – Switched	20 Mbps	\$500.00
E2	Ethernet – Switched*	20 Mbps	\$950.00
F	Ethernet – Switched*	50 Mbps	\$1,200.00
G	Ethernet – Switched*	100 Mbps	\$1,550.00
H	Ethernet – Switched	150 Mbps	\$2,800.00
I	Ethernet – Switched	250 Mbps	\$3,600.00
J	Ethernet – Switched	400 Mbps	\$5,000.00
K	Ethernet – Switched	500 Mbps	\$5,500.00
L	Ethernet – Switched	600 Mbps	\$6,000.00
M	Ethernet – Switched	1 Gbps	\$8,700.00

#Excludes T1 Access Channels over 50 miles from Customer Site to the AT&T POP – rates for Access Channels over 50 miles from Customer Site to the AT&T POP are as specified in the Service Publication (Rate Table ABN-VPN-VBXIN: ABN VPN Value Bundle Express Bundled Charge), as revised from time to time

*Rates will also apply to Ethernet locations provided by the underlying access providers as described in the Service Publication for Price Bands C and D

**Rate applies only to one AT&T VPN Express Service (with Managed Router feature) Ethernet-Switched 20 Mbps selected by Customer that is ordered between the Term Start Date and 02/28/2017

Locations outside AT&T ILEC Areas

AT&T VPN Express Service (with Managed Router feature)			
Option	Access Method	Bandwidth	Monthly Charge Per Port Per Site
A	T-1#	1.5 Mbps	\$470.00
B	2xT-1#	3 Mbps	\$825.00
C	4xT-1#	6 Mbps	\$1,535.00
D	Ethernet – Switched	10 Mbps	\$1,200.00
E	Ethernet – Switched	20 Mbps	\$1,400.00
F	Ethernet – Switched	50 Mbps	\$1,900.00
G	Ethernet – Switched	100 Mbps	\$2,400.00
H	Ethernet – Switched	150 Mbps	\$3,400.00
I	Ethernet – Switched	250 Mbps	\$4,200.00
J	Ethernet – Switched	400 Mbps	\$5,600.00
K	Ethernet – Switched	500 Mbps	\$6,100.00
L	Ethernet – Switched	600 Mbps	\$6,600.00
M	Ethernet – Switched	1 Gbps	\$9,700.00

#Excludes T1 Access Channels over 25 miles from Customer Site to the AT&T POP – rates for Access Channels over 25 miles from Customer Site to the AT&T POP are as specified in the Service Publication (Rate Table ABN-VPN-VBXOUT: ABN VPN Value Bundle Express Bundled Charge), as revised from time to time



AT&T Business Network (ABN) VPN Value Bundle Express Agreement

5.2 AT&T IP Flexible Reach

AT&T IP Flexible Reach	
Monthly Charge per Concurrent Call	\$13.00
IP Local and IP Long Distance Bundle	600 US Off-Net LD minutes per month per Concurrent Call
US Off-Net Calling Charge	Per Minute in excess of 600 minutes per Concurrent Call - \$0.0200
International Off-Net Calling Charge	As specified in the Service Publication, Rate Table for International Off-Net Outbound Calls

5.3 Security Services Options

5.3.1 AT&T Managed Firewall Service – Network Based

AT&T Managed Firewall Service – Network Based	
NBFW Bandwidth between 1.5 Mbps – 6 Mbps	Per Mbps MRC - \$50.00
NBFW Bandwidth between 7 Mbps – 15 Mbps	Per Mbps MRC - \$44.00
NBFW Bandwidth between 20 Mbps – 40 Mbps	Per Mbps MRC - \$22.00
NBFW Bandwidth between 45 Mbps – 90 Mbps	Per Mbps MRC - \$20.00
NBFW Bandwidth between 100 Mbps+	Per Mbps MRC - \$18.00
Primary Service Level	MRC – \$95.00
Enhanced Service Level	MRC – \$495.00
Additional NBFW Public IP Addresses (in packs of 2)	MRC - \$25.00

5.3.2 AT&T Cloud Web Security Service

Number of Seats/Users	Monthly Charge Per Seat/User
25-5,000	\$1.50

5.4 Wireless Data Back-Up for AT&T VPN Express Service

Wireless Data Back-Up for AT&T VPN Express Service	
Wireless Data Back-Up for AT&T VPN Express Service	As specified in the Service Publication, as revised from time to time

5.5 AT&T VPN Express Features

MPLS Unilink Option	
Bandwidth	Monthly Charge Per Port Per Site
1.5 Mbps	N/A
3 Mbps	N/A
6 Mbps	N/A
10 Mbps	\$61.00
20 Mbps	\$84.00
50 Mbps	\$160.00
100 Mbps	\$268.00
150 Mbps	\$389.00
250 Mbps	\$605.00
400 Mbps	\$789.00
500 Mbps	\$911.00
600 Mbps	\$1,034.00
1 Gbps	\$1,672.00



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5.6 AT&T Business in a Box[®] Service

Service Component/Device	On-Site Maintenance (24X7X4) Monthly Charges
	Monthly Service Charge
8 Port Analog Module Add-On*	\$30.00

* Note: Limit of three of each type of Add-On's per circuit.

5.7 **Availability:** ABN VPN Value Bundle Express is available to Customer that:

- (1a) has existing AT&T Ethernet Value Bundle, AT&T Fiber Broadband Bundle or AT&T Fiber Broadband Bundle Express Service before the effective date of this Agreement and agrees to increase its spend to AT&T equal to 50% of the current monthly charges from Ethernet Value Bundle, Fiber Broadband Bundle or Fiber Broadband Bundle Express; or
- (1b) has existing AT&T Managed Internet Service with MPLS PNT feature contract that has expired or is due to expire within 12 months of the effective date of this Agreement and migrates those Sites to AT&T VPN Value Bundle Express; or
- (1c) is a new ABN VPN Value Bundle Express Customer; and
- (2) orders and installs ABN VPN Value Bundle Express at a minimum of two Sites.

ABN VPN Value Bundle Express is not available to Customer that is currently purchasing, or that has purchased in the past 12 months, AT&T IP Flexible Reach, AT&T VPN Service, AT&T VPN Express Service, ABN Express VPN Value Bundle or AT&T Managed Firewall Service - Network Based.

5.8 **Early Termination Charges:** In the event Customer terminates any Service or Service Component(s) prior to the expiration of the Term in addition to liability for all charges incurred through the disconnection of the Service or Service Component(s), Customer is liable for the following: (i) Customer must reimburse AT&T for any unrecoverable time and materials costs, including any third party charges, incurred prior to the effective date of the termination; plus, (ii) any unpaid nonrecurring charges; plus, (iii) an termination fee equal to 50% of the total monthly recurring charges for the terminated Service or Service Component(s) for each month remaining in the Term ("Early Termination Fee" or "ETF") or (iv) 50% of the monthly recurring charges for the terminated Service or Service Component multiplied by the months remaining in an applicable Minimum Payment Period. For Customers with a MARC, Customer is liable for Section 5.6(i) and (ii) as specified above, and an Early Termination Fee which shall be equal to 50% of any unsatisfied MARC.

5.9 **Notice of Withdrawal**

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice for AT&T to Withdraw and Terminate Service	12 months
Prior Notice for AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/Service Components	T1 Access Channels

6. **ABN VPN Value Bundle Express General Terms and Conditions**

6.1 AT&T Corp. or its Affiliates ("collectively AT&T") will provide Customer the services and equipment described in this Agreement ("Services"), and each individual component of a Service ("Service Component"), under the terms of this Agreement, which incorporates-by-reference the terms and conditions set forth under the Service Publication for each individual service provided under this Agreement as if originally set forth herein. AT&T may revise Service Publications at any time. The order of priority of the documents that form this Agreement is: first, this Agreement; then the AUP and then the applicable Service Publications, except the AT&T Business Voice over IP (BVoIP) Services Service Publication Section SD-3.2 "Telephone Numbers", which shall have the same priority as these Agreement Terms and the AUP. Customer agrees that it is impractical for AT&T to provide here all the terms and conditions, including rates and charges, which are set forth in the Service Publications, and that AT&T has acted reasonably in providing access to all Service Publications. An "Affiliate" of a party is an entity that controls, is controlled by, or is under common control with such party.

6.2 **Services:** AT&T will provide or arrange to have the Service or Service Component provided to Customer subject to availability and operational limitations of systems, facilities and equipment. Customer may not resell a Service or Service Component without AT&T's prior written consent. Customer will cause anyone who uses or accesses any Service provided to Customer ("Users") to comply with this Agreement, and Customer is responsible for their use of the Service or any Service Component, unless expressly provided to the contrary in a Service Publication. Customer agrees on its behalf and on behalf of its Affiliates and Users that at all times their use will comply with the AUP.

6.3 Customer will in a timely manner allow AT&T to access, or, at Customer's expense, obtain timely access for AT&T to, property (other than public property) and equipment reasonably required to provide the Service. Access includes information and the right to construct, install, repair, maintain, replace and remove access lines and network facilities, and use ancillary equipment space within the building, necessary for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way).



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6.4 Customer will ensure that the location at which AT&T installs, maintains or provides the Service is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety, or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. If AT&T encounters any such hazardous materials at a Customer location, AT&T may terminate the affected Service Component, or suspend performance until Customer removes the hazardous materials.

6.5 AT&T Equipment: The Service may include use of certain equipment owned by AT&T and located at Customer's premises ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment, must keep the AT&T Equipment physically secure and free from liens and encumbrances and will bear the risk of loss or damage (other than ordinary wear and tear) to AT&T Equipment.

6.6 Software: Any software provided to Customer by AT&T will be governed by the written terms and conditions applicable to such software. Subject to such terms and conditions, title to this software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, which take precedence over this Agreement.

6.7 Prices: Unless this Agreement states otherwise, the prices listed in Section 5 of this Agreement are stabilized for the Term. Prices during the Term for each Service and Service Component are provided either in the incorporated Service Publication or are shown above depending on the Service or Service Component. When there is a conflict between this Agreement and the prices, discounts or waivers in the Service Publication for a Service or Service Component, this Agreement controls. During any Auto-Renewal Period, AT&T will continue to provide the Service under the Agreement Terms that are in effect on the last day of the prior Initial or Auto-Renewal Term, unless stated otherwise in this Agreement.

6.8 Taxes; Surcharges; Fees. Prices in this Agreement are exclusive of, and Customer will pay, all current or future taxes, surcharges, recovery fees, shipping charges, and other similar charges.

6.9 Billing, Payments and Deposits: Payment is due 30 calendar days after the invoice date and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute the charge (except to the extent applicable law or regulation requires otherwise). AT&T may charge a late fee for overdue payments at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law; plus all costs (including attorney fees) of collecting delinquent or dishonored payments. AT&T may require Customer to establish a deposit as a condition of providing Services. Customer authorizes AT&T to investigate Customer's credit and share information about Customer with credit reporting agencies.

6.10 Termination and Suspension: Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, or makes an assignment for the benefit of its creditors. AT&T may terminate or suspend a Service or Service Component, and if the activity implicates the entire Agreement, terminate the entire Agreement, immediately upon notice if Customer: (i) commits a fraud upon AT&T; (ii) utilizes the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services. Customer may terminate an affected Service for material breach by AT&T without penalty, and AT&T may terminate or suspend (and later terminate) an affected Service for material breach by Customer, if such breach is not cured within 30 calendar days of notice. If Customer fails to rectify a violation of the AUP within 5 calendar days after receiving notice from AT&T, then AT&T may suspend or terminate the affected Service. AT&T has the right, however, to suspend or terminate the applicable portion of the Service immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines: (a) that it may be exposed to sanctions, liability, prosecution, or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (c) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees. If AT&T terminates a Service Component under this Section, Customer is liable for the applicable early termination or cancellation charge for that Service Component.

6.11 Disclaimer of Warranties and Liability: AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY AND DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR THOSE ARISING FROM USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS), NOR ANY WARRANTY REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED, THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA OR TRANSMISSIONS OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS TO OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH HEREIN); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER



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TRANSMISSIONS (INCLUDING 911 CALLS); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, NETWORK OR SYSTEMS.

6.12 Limitation of Liability

6.12.1 AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES, AND NOT CAUSED BY CUSTOMER'S NEGLIGENCE, WILL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION, OR IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT IN THE SERVICE OCCURS AND CONTINUES. THIS LIMITATION WILL NOT APPLY TO: (I) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE; OR (II) SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER THE "THIRD PARTY CLAIMS" PARAGRAPH.

6.12.2 NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES.

6.12.3 These disclaimers and limitations of liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise and whether damages were foreseeable. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

6.13 Third-Party Claims

6.13.1 AT&T agrees at its expense to defend or settle any claim against Customer, its Affiliates, and its and their employees and directors, and to pay all compensatory damages finally awarded against such parties where the claim alleges that a Service Component infringes any patent, trademark, copyright, or trade secret, except where the claim arises out of: (i) Customer's or a User's content; (ii) modifications to the Service by Customer or third parties, or combinations of the Service with any services or products not provided by AT&T; (iii) AT&T's adherence to Customer's written requirements; or (iv) use of the Service in violation of this Agreement. AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the alleged infringing Service so that the Service becomes non-infringing, or failing that to terminate the Service without further liability to Customer.

6.13.2 Customer agrees at its expense to defend or settle any claim against AT&T, its Affiliates, and its and their employees, directors, subcontractors, and suppliers, and to pay all compensatory damages finally awarded against such parties where: (i) the claim alleges that a Service infringes any patent, trademark, copyright or trade secret, and falls within the exceptions under (i)-(iv) above; or (ii) the claim alleges a breach by Customer, its Affiliates, or Users of a software license agreement governing software provided with the Services.

6.14 ARBITRATION: AT&T and Customer ("We") agree to resolve all disputes between us through binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, as modified by this provision.

This agreement to arbitrate is broad, and includes disputes of any type between AT&T (including its subsidiaries, affiliates, agents, predecessors, successors, and assigns) and Customer (including authorized or unauthorized users/beneficiaries of services or devices) under this or prior agreements. **WE AGREE THAT WE ARE WAIVING THE RIGHT TO A TRIAL BY JURY, TO PARTICIPATE IN A CLASS ACTION, OR TO SEEK REMEDIES BEYOND THE EXTENT NECESSARY TO PROVIDE INDIVIDUALIZED RELIEF TO, AND AFFECTING ONLY, AT&T OR CUSTOMER ALONE. WE AGREE NOT TO ACT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED OR DE FACTO CLASS OR REPRESENTATIVE PROCEEDING, OR AS A PRIVATE ATTORNEY GENERAL OR ON BEHALF OF THE GENERAL PUBLIC.** Except for matters relating to arbitrability or to the scope and enforceability of the arbitration provision or the interpretation of the limitations on class, representative, private attorney general, and non-individualized relief, all issues are for the arbitrator to decide.

A party seeking arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). Notice to AT&T must be addressed to: Office of Dispute Resolution, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("Notice Address"). The Notice must (a) describe the basis of the claim or dispute; (b) describe the specific relief sought ("Demand"); and (c) provide your AT&T account number. If We do not resolve the claim within 30 days after receipt of the Notice, either of us may commence an arbitration. The amount of any settlement offer made by AT&T or Customer shall not be disclosed to the arbitrator until after the arbitrator determines the amount of any award on the merits.

Unless We agree otherwise, any arbitration hearings will take place in the county of your billing address. AT&T will pay all AAA filing, administration, and arbitrator fees for a claim brought by AT&T or for a claim or Demand valued at up to \$25,000 brought by Customer. If the arbitrator finds that your claim or Demand is frivolous or is brought for an improper purpose (as measured by the standards in Federal Rule of Civil Procedure 11(b)), then the payment of fees will be governed by the AAA rules and Customer agree to reimburse AT&T for fees already paid by AT&T that are your obligation under the AAA rules.



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If Customer complied with the notice procedures above; the value of your claim or Demand is \$25,000 or less; and the arbitrator awards Customer an amount greater than the value of AT&T's last written settlement offer made before an arbitrator was selected (or any amount if AT&T made no offer), AT&T will:

- Pay Customer the award or \$10,000, whichever is greater ('Alternative Payment'); and
- Pay your attorney, if any, the amount of attorneys' fees and expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing and pursuing your claim in arbitration ("Attorney Award").

The arbitrator may rule on the payment of fees, expenses, and the Alternative Payment and Attorney Award during the proceeding and within 14 days after his/her final ruling on the merits. In assessing whether the award is greater than the value of AT&T's last written settlement offer, the arbitrator may consider only those attorneys' fees or expenses that Customer incurred through the date of your Notice and which had been awarded to Customer. Customer may also recover attorneys' fees and expenses under applicable law, but Customer may not recover duplicative awards of attorneys' fees or expenses.

This Agreement evidences a transaction in interstate commerce, and the Federal Arbitration Act governs. This arbitration provision survives termination of this Agreement. As the exclusive alternative to arbitration, AT&T or Customer may commence an individual action in Small Claims Court. If a court rejects enforcement of any of the limitations on class, representative, private attorney general, or non-individualized relief as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court. Notwithstanding any provision in this Agreement to the contrary, We agree that if AT&T makes any future change to this arbitration provision (except a change to the Notice Address) during your Service Commitment, Customer may reject any such change by sending AT&T written notice within 30 days of the change to the Notice Address. By rejecting any future change, Customer agree to arbitrate any dispute in accordance with the language of this provision.

If Customer is located in Puerto Rico, in addition to pursuing arbitration in accordance with this provision, Customer may notify the Telecommunications Regulatory Board of Puerto Rico of your grievance. Mail: 500 Ave. Roberto H. Tood (Parada 18), San Juan, Puerto Rico 00907-3941; Phone: 1-787-756-0804 or 1-866-578-5500; Online: jrtrp.gobierno.pr.

6.15 General Provisions: This Agreement and any pricing or other proposals are confidential to Customer and AT&T. Neither party may publicly disclose any confidential information without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. This Agreement may not be assigned by Customer without the prior written consent of AT&T, which consent will not be unreasonably withheld or delayed. AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an Affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two years after the cause of action arises. This Agreement does not provide any third party (including Users) any remedy, claim, liability, cause of action or other right or privilege. Regulated Service Components will be governed by the law and regulations applied by the regulatory commission having jurisdiction over that Service Component. Otherwise, this Agreement will be governed by the law and regulations of the State set forth above for Customer's address, without regard to its conflict of law principles. This Agreement is limited to Service provided in the United States. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, such as fire; flood; lightning; earthquakes; power failures or blackouts; severe weather; explosions; wars or armed conflicts; national, state or local emergencies; civil disobedience; shortage of labor or materials; labor disputes, strikes, or other concerted acts of workers (whether of AT&T or others); embargoes; acts of God; acts of terrorism, or acts of vandalism or acts otherwise known as "Force Majeure". Any notice required or permitted under this Agreement must be in writing and addressed to the parties at the address below. This Agreement constitutes the entire agreement between the parties concerning the Service and supersedes all other written or oral agreements. This Agreement will not be modified or supplemented by any written or oral statements, proposals, service descriptions, or purchase order forms.

THE UNDERSIGNED, ON BEHALF OF CUSTOMER, ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED AND UNDERSTANDS THE ADVISORIES CONCERNING THE CIRCUMSTANCES UNDER WHICH E911 SERVICE USING A VOICE OVER IP SYSTEM MAY NOT BE AVAILABLE OR MAY BE IN SOME WAY LIMITED BY COMPARISON TO USING TRADITIONAL WIRELINE TELEPHONE SERVICE. SUCH CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, RELOCATION OF THE END USER'S TELEPHONE SETS OR OTHER EQUIPMENT, USE OF A NON-NATIVE OR VIRTUAL TELEPHONE NUMBER, FAILURE IN THE BROADBAND CONNECTION, LOSS OF ELECTRICAL POWER, AND DELAYS THAT MAY OCCUR IN UPDATING THE CUSTOMER'S LOCATION IN THE AUTOMATIC LOCATION INFORMATION DATABASE. THE ADVISORIES ARE FURTHER PROVIDED AT [HTTP://SERVICEGUIDENEW.ATT.COM](http://SERVICEGUIDENEW.ATT.COM).

By signing below, the person signing on behalf of customer personally represents and warrants to AT&T that he or she has the authority and power to sign on behalf of Customer and bind Customer to this Agreement. Customer understands and agrees to be bound by the terms and conditions for service as described in the attached terms and conditions, including but not limited to all terms and conditions incorporated by



AT&T Business Network (ABN) VPN Value Bundle Express Agreement

reference. THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. This Agreement is effective when signed by both Customer and AT&T Corp. ("Effective Date")



Customer (by its authorized representative)	AT&T Corp. (by its authorized representative)
By: eSigned - Al Appel	By: eSigned - Janice Duffy
Name:	Name:
Title: Other	Title: Contract Manager
Date: 25 Aug 2016	Date: 30 Aug 2016 CS-MR586S



AT&T Business Network (ABN) VPN Value Bundle Express Agreement

Letter of Authorization to Obtain Customer Service Records Only

Customer Name: ASSOCIATES IN DERMATOLOGY	AT&T	Customer Account #:
Customer Full Address & Zip: 3810 SPRINGHURST BLVD,LOUISVILLE,KY,40241	AT&T Full Address & Zip: One AT&T Way Bedminster, NJ 07921-0752	Customer Contact: AI Appel Tel. #: 5025831749 AT&T Contact: BRADLEY WOOD Tel. #: 5022878027 Email ID: bw6258@us.att.com
Master Customer No.:		AE PID:

1. I appoint AT&T as my agent to request Customer Service Records (CSRs) with the Local Exchange Company(s) (LEC) for analyzing Local Service. AT&T may request CSRs for all telephone lines associated with the main Billed Telephone Number(s) (BTNs) listed below or in the attachment. If this authorization does not specify the specific BTNs, this appointment shall extend to all service accounts for which customer appears as the customer of record.

2. This Appointment is applicable to the following location (Choose one)	Blanket LOA (For all locations in the United States)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
	Location Specific LOA (Specify applicable Billed Telephone Numbers and/or Working Telephone Numbers as attached)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

3. I certify that I am either the customer of record for these lines or that I am authorized by the customer of record to make this decision.

ORDERED BY CUSTOMER: ASSOCIATES IN DERMATOLOGY	
Signature: eSigned - AI Appel	
Printed Name:	
Title: Other	
Date: 25 Aug 2016	

This authorization shall continue in force unless and until revoked by the customer.

**ATTACHMENT
NO. 2**



PLEASE READ THIS IMPORTANT MESSAGE

AT&T BUSINESS SERVICES AGREEMENT

This AT&T Business Services Agreement (“Agreement”) applies to the AT&T Services to which You subscribe, except for Services provided under (a) a Tariff; or (b) another agreement between You and AT&T (unless that other agreement references this Agreement). The Effective Date of this Agreement for any individual Service is the later of: (a) the date on which the withdrawal of a Tariff governing the Service becomes effective; or (b) the date on which You subscribe to or use the Service. When You apply for, subscribe to, or use the Service after the Effective Date, You are accepting the terms of this Agreement. If You do not agree with the terms of this Agreement, You must notify AT&T prior to the Effective Date to disconnect the Service. To disconnect the Service, You must contact AT&T by calling the number on Your billing statement or by using any other method designated by AT&T. You will be responsible for all applicable charges incurred prior to termination. AT&T TARIFFS, GUIDEBOOKS and SERVICE GUIDES, (COLLECTIVELY, THE “SERVICE PUBLICATIONS”) AS MODIFIED FROM TIME-TO-TIME, ARE INCORPORATED BY REFERENCE HEREIN TO THE EXTENT EACH IS APPLICABLE TO THE SERVICE(S) PROVIDED UNDER THIS AGREEMENT, AS IF THOSE DOCUMENTS ARE SET FORTH ORIGINALLY HERE. You agree that it is impractical for AT&T to provide here all of the terms and conditions, including rates and charges, that are set forth under those documents and that AT&T has acted reasonably in providing access to the Tariffs, Guidebooks and Service Guides as described in Section 1. THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

1. DEFINITIONS

Terms not otherwise defined in this Agreement have the following meanings:

- a. “Agreement” means the terms and conditions set forth herein and in all incorporated documents.
- b. “API” means an Application Program Interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.
- c. “AT&T,” “the Company,” “we,” “our” and “us” means the affiliates and subsidiaries of AT&T Inc. that provide or may provide Services to You under this Agreement. In the Tariffs, Guidebooks and Service Guides, AT&T may be referred to as “the Telephone Company,” or “the Company.”
- d. “Acceptable Use Policy” or “AUP” means AT&T’s policy that applies in accordance with its terms to any Service or Service capability within its scope, as may be modified by AT&T from time-to-time, including, by way of example only, Services provided over or accessing the Internet or certain wireless data networks. The AUP is provided at att.com/aup and is incorporated by reference here as if originally set forth here.
- e. “Guidebooks” are those documents that contain the standard descriptions, pricing, and other terms and conditions for Services that were, but no longer are, filed with regulatory commissions. You can find AT&T’s Guidebooks at www.att.com/servicepublications. (In some jurisdictions, the Guidebooks may be called “Catalogs” or “Service Descriptions,” “Price Lists” or “Terms of Service.”) If You do not have access to the Internet, You may call an AT&T representative at the number that appears on Your billing statement for a copy of the Guidebook(s) that apply to Your Service(s). AT&T reserves the right to modify the Guidebooks from time-to-time by the methods described elsewhere

in this Agreement; You should regularly review the Guidebooks for Your Service(s) to ensure You are familiar with the current controlling terms and conditions.

f. "Service" or "Services" means the retail business services offered by AT&T pursuant to this Agreement. Commercial Mobile Radio Services (such as cellular or other wireless services) are not retail business services under this Agreement. A "Service Component" means an individual component of a Service.

g. "Service Guides" are documents that contain the standard description, prices, and other terms and conditions for Services that are not contained in a Guidebook or a Tariff. You can find AT&T's Service Guides at www.att.com/servicepublications. If You do not have access to the Internet, You may call an AT&T representative at the number that appears on Your billing statement for a copy of the Service Guide(s) that apply to Your Service(s). AT&T reserves the right to modify the Service Guides from time-to-time by the methods described elsewhere in this Agreement; You should regularly review the Service Guides for Your Service(s) to ensure You are familiar with the current controlling terms and conditions.

h. "Software" means software, including APIs, and all associated written and electronic documentation and data licensed by AT&T or a Third party to Customer. Software does not include software that is not furnished to You.

i. "Tariffs" are documents that contain the standard descriptions, pricing, and other terms and conditions for Services for which a regulatory commission requires AT&T to file a Tariff. You will find AT&T's Tariffs at www.att.com/servicepublications.

j. "You" or "Your" means the person or entity subscribing to the Service(s) provided under this Agreement, and its employees, directors, agents and representatives.

2. USE OF THE SERVICES

AT&T will provide Services to You, subject to availability and operational limitations of systems, facilities and equipment. You may not resell the Services to third parties without AT&T's written consent. You shall cause Users (anyone who uses or accesses any Service provided to You) to comply with this Agreement, and You are responsible for their use of any Services. You and all Users shall comply with all applicable state and federal laws and regulations. You are responsible for ensuring that all of the equipment You and Your Users use with a Service is compatible with the Services. You and any Users must comply with the AUP. If You desire to secure Your transmissions in connection with any of the Services, You must procure, at Your own cost, encryption software or other transmission protection.

3. ACCESS TO PREMISES; HAZARDS

a. Access. On occasion, AT&T may need access to Your premises and/or other premises that are not under AT&T's control ("non-AT&T locations") to provide the Services. You agree to allow (or obtain permission for) AT&T to access all non-AT&T locations (other than public property) and equipment reasonably required to provide the Services. Access includes the ability to review information and the right to construct, install, repair, maintain, replace and remove access lines and network facilities, and to use ancillary equipment space within any building, necessary for Your connection to AT&T's network. You will furnish any conduit, holes, wire ways, wiring, plans, equipment, space, power/utilities, and other items required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way).

b. Hazards. You shall ensure that all non-AT&T locations at which AT&T installs, maintains or provides the Services is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. If AT&T encounters any such hazardous materials at a location, AT&T may

terminate the affected Service or any affected Service Component, or suspend performance until You remove the hazardous materials.

4. EQUIPMENT & SOFTWARE

a. The Services may include use of certain equipment owned, leased or controlled by AT&T that is located at non-AT&T locations ("AT&T Equipment"). Title to the AT&T Equipment will not pass to You. You must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. You will bear the risk of loss or damage (other than ordinary wear and tear) to the AT&T Equipment.

b. Software License. Software may be provided subject to the terms of a separate license between You and the licensor or the manufacturer. Your placement of an order for Software is Your agreement to comply with such separate agreement. All Software is provided "AS IS" without warranty of any kind.

5. PRICES; CHARGES; BILLING; PAYMENT AND CREDITS; CHANGES TO AGREEMENT

a. Prices and Surcharges. You agree to pay AT&T for the Services at the prices and charges provided in the applicable Guidebook or Service Guide or Tariff, without deduction, setoff or delay for any reason. The prices do not include, and You agree to pay, all applicable taxes, regulatory and other surcharges, recovery fees, shipping charges, and other similar charges specified or allowed by any governmental entity relating to the sale, use or provision of the Services. Taxes and government surcharges will be in the amounts that federal, state, and local authorities require or permit AT&T to bill You. Unless a Service Publication specifies a different date, Your obligation to pay for a Service begins upon availability of the Service to You ("Cutover"),

b. Price Changes. AT&T reserves the right to, from time-to-time, change the price for a Service upon the following Notice: (i) the price of a Service may be decreased without further notice to You; (ii) AT&T will provide Notice to You of a Service price increase at least 30 days prior to the effective date of the price increase. If You do not disconnect the affected Service by the effective date of the price increase, You will be liable for the increased price. The methods of Notice are described in Section 5.d. below, and AT&T will select the method of Notice at its discretion or as required by law or regulation. AT&T may, as required or as it feels necessary, provide Notice of a change in a tax or surcharge that will affect Your account.

c. Changes Other Than Price. AT&T reserves the right to, from time-to-time, change the terms and conditions of this Agreement other than a change in price (including changes to documents incorporated by reference) upon at least 30 days 3 prior Notice of such a change.

d. Notice. When Notice by AT&T is required, AT&T will provide Notice by one of the following methods, and AT&T shall solely determine at the time of the Notice which of the methods described here is appropriate: (i) posting the Notice on the AT&T website at or near the posting location of the relevant Tariff, Guidebook or Service Guide; or, (ii) by bill insert or bill page message; or, (iii) by letter or postcard via U.S. Postal Service to Your billing address; or, (iv) via a call to Your billed telephone number; or, (v) via an email to the email address You have provided. AT&T may determine that it is appropriate under certain circumstances to provide Notice of a particular change via more than one of these methods, however, such multiple Notice is not required at any time. Your continued subscription to, usage of, or payment for the Service after the effective date of any change for which You have received Notice will be deemed Your acceptance of the change(s). You must contact AT&T at the number shown on Your monthly billing statement prior to the effective date of the modification to discontinue the affected Service if You do not agree with the changes described in the Notice.

YOU AGREE THAT NOTICE BY AT&T BY ANY OF THE ABOVE METHODS IS SUFFICIENT.

e. Billing. AT&T will determine the billing period and may change it from time-to-time and without Notice to You. CHARGES BEGIN TO ACCRUE AT THE START OF EACH BILLING PERIOD AND CONTINUE THROUGH THE FULL BILLING PERIOD. Monthly recurring charges will be billed in advance, and You will be billed pro-rata if the Service is installed or changed during the billing period. Usage based charges, such as those billed for calls, will be billed as used. For purposes of billing, calls will be rounded up to the next full minute for any fraction of minutes. FOR MONTHLY RECURRING CHARGES, YOUR FIRST BILL WILL INCLUDE CHARGES FOR THE PARTIAL MONTH IN WHICH CUTOVER OCCURRED AND ALL INSTALLATION CHARGES. Any mathematical error made by AT&T or any of its representatives does not constitute an offer and thus may be corrected or modified by AT&T.

f. Payment and Disputes. Payment is due on the date specified on Your bill, or, as specified in the Tariff, Guidebook or Service Guide, whichever is later, or, if no date is specified, 30 days after the bill date. Restrictive endorsements or other statements on checks are void. AT&T may charge a late payment fee for overdue payments in an amount specified in the applicable Tariff, Guidebook or Service Guide, or, if no such rate is specified, at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law. AT&T has the right to also recover all costs (including attorneys' fees) for collecting delinquent or dishonored payments.

g. Deposits, Credit Checks and Credit Limits. AT&T may require You to pay a deposit as a condition of providing Service. AT&T has the right to apply the deposit against any past due amounts at any time. You authorize AT&T to investigate Your credit and share information about You with credit reporting agencies. Based on Your credit worthiness as AT&T determines it, AT&T may set a credit limit on Your account at any time. If You exceed Your credit limit, AT&T may restrict Your access to a Service(s).

h. Service Credits. If there is an interruption or failure of a Service caused solely by AT&T and not by You or a third party or for force majeure reasons described under Section 11.g., You may be entitled to a credit or credits as specified in the applicable Tariff, Guidebook or Service Guide.

6. TERMINATION AND SUSPENSION

a. Insolvency; Material Breach. AT&T may discontinue providing You the Service(s) immediately upon notice to You if You become insolvent, cease operations, are the subject of a bankruptcy petition, or You have made an assignment for the benefit of creditors. You may terminate an affected Service for material breach by AT&T, and AT&T may terminate or suspend (and later terminate) an affected Service for material breach by You, if such breach is not cured within 30 days of notice.

b. By You. You may terminate this Agreement by disconnecting all the Service(s) provided under this Agreement. To disconnect the Services You must contact AT&T at the number provided on Your bill and take all reasonable steps required by AT&T to disconnect the Service(s). If You subscribe to multiple Services that are provided under this Agreement, if You disconnect some but not all of the Services, this Agreement remains in effect for those Services that are not disconnected. You are liable for all charges related to a Service until the Service is disconnected by You according to AT&T's standard practices. You may incur early termination charges pursuant to such provisions in the applicable Tariff, Guidebook or Service Guide. You may also incur termination charges in the event of a breach by You, including nonpayment for services.

c. By AT&T. AT&T may terminate or suspend a Service if You: (i) fail to pay any charges when due; (ii) commit a fraud upon AT&T; (iii) utilize the Services to commit a fraud upon another party; (iv) unlawfully use the Services; (v) abuse or misuse AT&T's network or Services; or, (vi) interfere with another customer's use of AT&T's network or services. If You fail to rectify a violation of the AUP within 5 days after receiving notice from AT&T, then AT&T may suspend or terminate the affected Service.

d. Withdrawal of Service. AT&T reserves the right to withdraw a Service upon reasonable Notice.

e. Network Changes. AT&T reserves the right to temporarily suspend or interrupt Services at any time to make necessary changes in how we provide Services over our network and facilities to your premises. We will provide advance notice of these network changes to the extent required by this Agreement, applicable law and regulation. In some cases, such changes in how we provide Services may require a technician to be dispatched to your premises to install new network equipment and transfer your service to the new network equipment in order to ensure you continue to receive such Services. The network equipment we install at your premises may require the use of your electrical power for the operation of our facilities. Where a technician visit is required, if you do not allow AT&T to install the new network equipment at your premises, your telephone service may be disconnected.

f. Liable for Payment. If any Service is terminated or disconnected for any reason, You are responsible for all charges and fees through the date of disconnect. If any Service is disconnected prior to the rendering by AT&T of a billing statement, You may be liable for reimbursement to AT&T for time and materials, and any third party charges that were incurred by AT&T prior to the effective date of disconnect.

g. Reinstatement. If You ask AT&T to reinstate a Service following a disconnection, cancellation or termination, AT&T may, in its sole discretion, require You to pay a deposit or other applicable charges, including installation charges in addition to all outstanding charges for the Service.

7. DISCLAIMERS OF WARRANTIES AND LIABILITY

a. Disclaimer of Warranties. AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY AND DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR THOSE ARISING FROM USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE CORRECTLY ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911). FURTHERMORE, AT&T MAKES NO WARRANTY REGARDING: (i) NETWORK SECURITY; (ii) THE ENCRYPTION EMPLOYED BY ANY SERVICE; (iii) THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED; (iv) THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO YOUR DATA; OR; (v) THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T IS NOT LIABLE FOR ANY DAMAGES RELATING TO: (i) INTEROPERABILITY; (ii) ACCESS TO OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY YOU OR OTHERS; (iii) SERVICE DEFECTS; (iv) SERVICE LEVELS, DELAYS OR INTERRUPTIONS UNLESS SPECIFICALLY PROVIDED OTHERWISE IN THIS AGREEMENT; (v) ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS); (vi) LOST OR ALTERED TRANSMISSIONS; (vii) UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF YOUR OR OTHERS' APPLICATIONS, CONTENT, DATA, NETWORK OR SYSTEMS.

b. Limitation of Liability:

AT&T'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF THIS AGREEMENT AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES TO YOU FOR SERVICE TO WHICH THE CLAIMED DAMAGES RELATE DURING THE PERIOD IN WHICH SUCH CLAIMED DAMAGES OCCUR AND CONTINUE. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T. THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

c. Consequential Damages. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

d. Survival and Applicability. These disclaimers and limitations of liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise and whether damages were

foreseeable. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

8. Arbitration

AT&T and You ("We") agree to resolve all disputes between us through binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, as modified by this provision.

This agreement to arbitrate is broad, and includes disputes of any type between AT&T (including its subsidiaries, affiliates, agents, predecessors, successors, and assigns) and You (including authorized or unauthorized users/beneficiaries of services or devices) under this or prior agreements. **WE AGREE THAT WE ARE WAIVING THE RIGHT TO A TRIAL BY JURY, TO PARTICIPATE IN A CLASS ACTION, OR TO SEEK REMEDIES BEYOND THE EXTENT NECESSARY TO PROVIDE INDIVIDUALIZED RELIEF TO, AND AFFECTING ONLY, AT&T OR YOU ALONE. WE AGREE NOT TO ACT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED OR DE FACTO CLASS OR REPRESENTATIVE PROCEEDING, OR AS A PRIVATE ATTORNEY GENERAL OR ON BEHALF OF THE GENERAL PUBLIC.** Except for matters relating to arbitrability or to the scope and enforceability of the arbitration provision or the interpretation of the limitations on class, representative, private attorney general, and non-individualized relief, all issues are for the arbitrator to decide.

A party seeking arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). Notice to AT&T must be addressed to: Office of Dispute Resolution, AT&T, 1025 Lenox Park Blvd., Atlanta, GA 30319 ("Notice Address"). The Notice must (a) describe the basis of the claim or dispute; (b) describe the specific relief sought ("Demand"); and (c) provide Your AT&T account number. If We do not resolve the claim within 30 days after receipt of the Notice, either of Us may commence an arbitration. The amount of any settlement offer made by AT&T or You shall not be disclosed to the arbitrator until after the arbitrator determines the amount of any award on the merits.

Unless We agree otherwise, any arbitration hearings will take place in the county of Your billing address. AT&T will pay all AAA filing, administration, and arbitrator fees for a claim brought by AT&T or for a claim or Demand valued at up to \$25,000 brought by You. If the arbitrator finds that Your claim or Demand is frivolous or is brought for an improper purpose (as measured by the standards in Federal Rule of Civil Procedure 11(b)), then the payment of fees will be governed by the AAA rules and You agree to reimburse AT&T for fees already paid by AT&T that are Your obligation under the AAA rules.

If You complied with the notice procedures above; the value of Your claim or Demand is \$25,000 or less; and the arbitrator awards You an amount greater than the value of AT&T's last written settlement offer made before an arbitrator was selected (or any amount if AT&T made no offer), AT&T will:

- Pay You the award or \$10,000, whichever is greater ("Alternative Payment"); and
- Pay Your attorney, if any, the amount of attorneys' fees and expenses (including expert witness fees and costs) that Your attorney reasonably accrues for investigating, preparing and pursuing Your claim in arbitration ("Attorney Award").

The arbitrator may rule on the payment of fees, expenses, and the Alternative Payment and Attorney Award during the proceeding and within 14 days after his/her final ruling on the merits. In assessing whether the award is greater than the value of AT&T's last written settlement offer, the arbitrator may consider only those attorneys' fees or expenses that You incurred through the date of Your Notice and which had been awarded to You. You may also recover attorneys' fees and expenses under applicable law, but You may not recover duplicative awards of attorneys' fees or expenses.

This Agreement evidences a transaction in interstate commerce, and the Federal Arbitration Act governs. This arbitration provision survives termination of this Agreement. As the exclusive alternative to arbitration, AT&T or You may commence an individual action in Small Claims Court. If a court rejects enforcement of any of the limitations on class, representative, private attorney general, or non-individualized relief as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court. Notwithstanding any provision in this Agreement to the contrary, We agree that if AT&T makes any future change to this arbitration provision (except a change to the Notice Address) during Your Service Commitment, You may reject any such change by sending AT&T written notice within 30 days of the change to the Notice Address. By rejecting any future change, You agree to arbitrate any dispute in accordance with the language of this provision.

If You are located in Puerto Rico, in addition to pursuing arbitration in accordance with this provision, You may notify the Telecommunications Regulatory Board of Puerto Rico of Your grievance. Mail: 500 Ave. Roberto H. Tood (Parada 18), San Juan, Puerto Rico 00907-3941; Phone: 1-787-756-0804 or 1-866-578-5500; Online: jrtrpr.gobierno.pr.

9. THIRD PARTY CLAIMS

a. By AT&T. AT&T agrees at its expense to defend or settle any claim against You and to pay all compensatory damages finally awarded against You where the claim alleges that a Service infringes any patent, trademark, copyright, or trade secret, except where the claim arises out of: (i) Your or a User's content; (ii) modifications to the Service by You or third parties, or combinations of the Service with any services or products not provided by AT&T; (iii) AT&T's adherence to Your written requirements; or (iv) use of the Service in violation of this Agreement. AT&T may at its option either procure the right for You to continue using, or may replace or modify, the alleged infringing Service so that the Service becomes non-infringing, or failing that, to terminate the Service without further liability to You.

b. By You. You agree at Your expense to defend or settle any claim against AT&T, its affiliates, and its and their employees, directors, subcontractors, and suppliers, and to pay all compensatory damages finally awarded against such parties where: (i) the claim alleges that a Service infringes any patent, trademark, copyright or trade secret, and falls within the exceptions under Section 9.a (i) - (iv) above; or (ii) the claim alleges a breach by You or any User of a Software license agreement.

c. AT&T's obligations under Section 9.a. shall not extend to actual or alleged infringement or misappropriation of intellectual property based in whole or in part on Software.

10. IMPORT/EXPORT CONTROL

You, not AT&T, are responsible for complying with import and export control laws, conventions and regulations for all equipment, software, or technical information You move or transmit between countries using the Services.

11. GENERAL PROVISIONS

a. Confidentiality and Privacy. Each party is responsible for complying with the privacy laws to which it is subject and will not disclose any confidential information pertaining to the other unless required to do so under applicable law or regulation. Until directed otherwise by You in writing, if AT&T designates a dedicated account representative as Your primary contact with AT&T, You authorize that representative to discuss and disclose Your customer proprietary network information to any employee or agent of Yours without a need for further authentication or authorization.

b. Independent Contractor Relationship. Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

c. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. AT&T may (i) assign in whole or relevant part its rights and obligations under this Agreement to an affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations.

d. Limitations. Any claim or dispute arising out of this Agreement must be filed within 2 years after the cause of action arises and the parties waive any statute of limitations to the contrary.

e. Third Party Rights. This Agreement does not provide any third party (including Users) any remedy, claim, liability, cause of action or other right or privilege.

f. Governing Law. The law of the State of the billing address of Your Service shall govern this Agreement except to the extent that such law is preempted by or inconsistent with applicable Federal Law. This Agreement is limited to Services provided in the United States.

g. Force Majeure. The Company shall not be liable for any loss or damage, delay, or failure in performance of any of the services or facilities furnished by the Company from causes beyond the Company's control, such as fire; flood; lightning; earthquakes; power failures or blackouts; severe weather; explosions; wars or armed conflicts; national, state or local emergencies; civil disobedience; shortage of labor or materials; labor disputes, strikes, or other concerted acts of workers (whether of the Company or others); embargoes; acts of God; acts of terrorism, or acts of vandalism or acts otherwise known as "Force Majeure."

h. Entire Agreement. This Agreement (which may include any other signed (including e-signed) agreement with AT&T that incorporates this Agreement by reference) constitutes the entire agreement between AT&T and You concerning the Services and supersedes all other written or oral agreements. This Agreement may only be modified as set forth above, and in no case can be modified or supplemented by any other written or oral statements, proposals, service descriptions or purchase order forms.

i. Severability. If any part of this Agreement is found to be invalid or unenforceable, the rest of the Agreement remains enforceable. The foregoing does not apply to the prohibition against class or representative actions that is part of the Arbitration provisions above; if that prohibition is found to be unenforceable, the Arbitration clause (but only the Arbitration clause) shall be null and void.

j. Priority of Terms of Signed Agreements. If You have another signed (including e-signed) agreement with AT&T that incorporates this Agreement by reference, the terms of that signed agreement shall have priority over the terms in this document, without regard to the fact that this document has been incorporated into an attachment to that agreement.

k. Priority of This Agreement and Incorporated Documents. Subject to Section 11.j. above, in the event of a conflict between the terms and conditions of this Agreement, the terms and conditions of a Guidebook, the terms and conditions of an applicable Service Guide or the terms and conditions of a Tariff, the following order of priority (descending) will be applied to determine which terms and conditions control: Tariff; Guidebook; Service Guide; and then this Agreement.

BSA DB 07.01.2017

REQUEST NO. 6:

(a) State whether AT&T Kentucky provided “basic local exchange service” to Associates in Dermatology as that term is used in KRS 278.541(1), and explain the basis for AT&T Kentucky's response with references to specific facts that support its response.

(b) If AT&T Kentucky did provide “basic local exchange service” to Associates in Dermatology, state whether it provided it as part of a "package" as that term is used in KRS 278.541(7), and explain the basis for AT&T Kentucky's response with references to specific facts that support its response.

RESPONSE:

(a) As part of the total services provided Associates in Dermatology in connection with a term discount package, AT&T Kentucky provided “basic local exchange service” to Associates in Dermatology as that term is used in KRS 278.541(1). The service provided the functionalities listed at KRS 278.541(1)(a)-KRS 278.541(1)(c).

(b) The price paid by Associates in Dermatology for the services it purchased as part of the package, including the basic local exchange service, was less than the price it would have paid if the package components had been purchased separately.

Witness: Brittanee Etherton

REQUEST NO. 7: State whether calls to and from Associates in Dermatology using the service provided by AT&T Kentucky originate on an internet protocol (IP) network when Associates in Dermatology is the caller and terminate on an IP network when Associates in Dermatology is the recipient of the call.

RESPONSE: August 2016-February 2018 – The connection to the premise is IP VPN. Calls to and from Associates in Dermatology using the service provided by AT&T Kentucky originate on an internet protocol (IP) network when Associates in Dermatology is the caller and terminate on an IP network when Associates in Dermatology is the recipient of the call.

February 2018-November 2018 – The connection to the premise is POTS. Calls to and from Associates in Dermatology using the service provided by AT&T Kentucky originate on TDM network when the Associates in Dermatology is the caller and terminate on a TDM network when Associates in Dermatology is the recipient.

Witness: Hany Fahmy

REQUEST NO. 8: If calls made and received by Associates in Dermatology using the service provided by AT&T Kentucky originate or terminate, respectively, on an IP network:

(a) State whether Associates in Dermatology is able to make calls that terminate on the Public Switched Telephone Network (PSTN) or receive calls that originate on the PSTN, and if so, describe how Associates in Dermatology is connected to the PSTN network;

(b) State whether Associates in Dermatology connects to the IP network through which calls originate and terminate using Internet access provided by a third party, Internet access provided by AT&T Kentucky, a closed network provided by AT&T Kentucky, or some other means; and

(c) State whether Associates in Dermatology would be able to use the service provided by AT&T Kentucky by connecting its phones (and other customer premises equipment) to any internet connection regardless of location or whether Associates in Dermatology's service could only be utilized at a specific location, and explain any technical reasons why the service could only be utilized at a specific location.

RESPONSE:

(a) August 2016–February 2018 – Associates in Dermatology could make calls to the PSTN and receive calls from the PSTN. The core of the AT&T VoIP network is connected to the PSTN to allow VoIP customers to interconnect to legacy landline PSTN. The core of the AT&T network is performing the translation and conversion between the legacy PSTN and VoIP.

February 2018–November 2018 – Associates in Dermatology could make calls to the PSTN. Associates in Dermatology in this case is connected to the PSTN.

(b) August 2016–February 2018 – AT&T Kentucky also provided IP Virtual Private Network (VPN) service to Associates in Dermatology. The VPN service allowed connectivity of both VoIP and data services to Associates in Dermatology's premises over the IP platform and using IP technology.

February 2018–November 2018 – There was no connection to the IP network.

(c) August 2016–November 2018 – AT&T Kentucky's VPN services allowed Associates in Dermatology to connect data service in multiple locations and to connect these locations to the internet using IP technology to connect to the AT&T Core VoIP network. Associates in Dermatology could make calls to other VoIP and PSTN locations through the AT&T Core VoIP network.

February 2018-November 2018 – There was no internet connection.

Witness: Hany Fahmy

REQUEST NO. 9: If calls made and received by Associates in Dermatology using the service provided by AT&T Kentucky do not originate and terminate, respectively, on an IP network, describe the type of network on which the calls made or received by Associates in Dermatology originate and terminate, respectively.

RESPONSE: August 2016-February 2018 – Not applicable. Calls by and to Associates in Dermatology originated and terminated on an IP network.

February 2018-November 2018 – Associates in Dermatology is connected to the TDM/PSTN network.

Witness: Hany Fahmy

REQUEST NO. 10: State when, if ever, AT&T Kentucky last provided service or any telephone line to Associates in Dermatology, whether for voice calls or to transmit facsimiles, under circumstances in which calls from Associates in Dermatology would originate on an analog network or calls to Associates in Dermatology would terminate on an analog network, and if so, describe the service and state whether that service provided access to the PSTN.

RESPONSE: See AT&T Kentucky's response to KPSC 1-8(a).

Witness: Hany Fahmy

REQUEST NO. 11: State whether the service AT&T Kentucky provides or provided to Associates in Dermatology requires Associates in Dermatology to use equipment on its premises that differs from the equipment necessary to make an ordinary voice call and an ordinary facsimile transmission over the PSTN, and if so, identify each such piece of equipment, and briefly explain its function and why it is necessary.

RESPONSE: August 2016-February 2018 – AT&T Kentucky IP Flexible Reach service allows interconnectivity of VoIP-based and TDM-based PBXs. The equipment provided by AT&T Kentucky in connection with its IP Flexible Reach service allows the conversion between TDM PBX and VoIP toward the AT&T Core VoIP network without the customer being required to make significant changes to customer-owned equipment.

February 2018-November 2018 – AT&T POTS services allows Associates in Dermatology to interconnect directly to the TDM/PSTN network. Copper to fiber conversion might be required if PBX interface is different from transport leaving the premises.

Witness: Hany Fahmy

REQUEST NO. 12: State whether the service AT&T Kentucky provides or provided to Associates in Dermatology is or was accessed using the same telephone lines, or any portion thereof, through which analog service may be provided.

RESPONSE: The service provided to Associates in Dermatology was accessed using the same telephone lines through which along service was provided. AT&T Kentucky Flexible Reach service is provided over both traditional copper lines and fiber access lines. This is true of any IP service provided by AT&T Kentucky.

Witness: Hany Fahmy

REQUEST NO. 13:

(a) Confirm that Associates in Dermatology makes voice calls using the service provided by AT&T Kentucky by dialing telephone numbers assigned in accordance with the North American Numbering Plan, and associated international agreements, and if you are not able to confirm, explain the basis for your response.

(b) State whether Associates in Dermatology's calls made using the service provided by AT&T Kentucky are or were routed using the dial tone associated with the numbers dialed, and briefly explain AT&T Kentucky's response.

RESPONSE:

(a) Confirmed.

(b) August 2016-February 2018 -- VoIP services such as received by Associates in Dermatology do not use a dial tone in the traditional sense. They provide a simulated dial tone when the customer picks up to phone as a means of providing an equivalent experience to legacy TDM-based phones.

February 2018-November 2018 -- POTS service used traditional TDM/PSTN technology and dial tone.

Witness: Hany Fahmy

REQUEST NO. 14: Confirm that Associates in Dermatology receives voice calls through the service provided by AT&T Kentucky when another person dials a telephone number assigned to Associates in Dermatology in accordance with the North American Numbering Plan, and associated international agreements, and if you are not able to confirm, explain the basis for your response.

RESPONSE: Confirmed.

Witness: Hany Fahmy

REQUEST NO. 15:

(a) Identify the point of demarcation between Associates in Dermatology's network facilities and AT&T Kentucky's network facilities;

(b) Identify the format in which a voice call and a facsimile transmission must enter AT&T Kentucky's network at the point of demarcation between Associates in Dermatology's network facilities and AT&T Kentucky's network facilities; and

(c) Assuming Associates in Dermatology originates a local call or facsimile transmission to an AT&T Kentucky customer in Jefferson County, Kentucky that receives telephone service through the PSTN network, describe how the call (i.e., the customers' information) will be routed through AT&T Kentucky's network and any third parties' networks, if any, including all points at which any protocol conversion occurs.

RESPONSE:

(a) August 2016-February 2018 – The point of demarcation lies at the customers' premises between the Customer Premise Equipment (CPE) provided by AT&T Kentucky as its Flexible Reach service and Associates in Dermatology's PBX.

February 2018-November 2018 – The point of demarcation lies at Associates in Dermatology's premises at its PBX.

(b) August 2016-February 2018 – Voice or facsimile transmission could enter the AT&T Kentucky Flexible Reach service as either TDM or VoIP. If TDM connectivity was used at the demarcation point, the TDM voice and facsimile was converted to VoIP at the CPE before traveling to the AT&T Kentucky Core IP Network for connectivity with other VoIP networks and PSTN.

February 2018-November 2018 – Voice and facsimile transmissions enter the AT&T network as TDM.

(c) August 2016-February 2018 – Local calls entered the AT&T Core VoIP network over IP format/technology first. If the call was to terminate on the PSTN, the AT&T Core VoIP network routed this call over the VoIP infrastructure as VoIP to the point where the AT&T Core

VoIP network is interconnected to the PSTN (Shared PSTN connection to all VoIP customers). There it will be converted to TDM and then routed to the legacy PSTN for termination.

February 2018-November 2018 – Local calls enter the AT&T Kentucky network as TDM and will be routed directly to the local PSTN.

Witness: Hany Fahmy

REQUEST NO. 16: State whether AT&T Kentucky contends that a net protocol change occurs to the information transmitted in voice calls when Associates in Dermatology uses or used the service provided by AT&T Kentucky to make a local call to another AT&T Kentucky customer who is or was receiving the same voice service provided by AT&T Kentucky to Associates in Dermatology, and explain each basis for AT&T Kentucky's contention.

RESPONSE: August 2016-February 2018 – Net protocol change was performed on calls that originate at a TDM PBX at the Associates in Dermatology premises and then entered the AT&T Kentucky VoIP Core Network. Net protocol change was performed at the AT&T Kentucky Core VoIP Network if the termination point was the PSTN.

February 2018-November 2018 – No net protocol change is performed.

Witness: Hany Fahmy

REQUEST NO. 17: State whether AT&T Kentucky provides (or provided) Associates in Dermatology access to the PSTN through its local exchange, and if so, explain whether it charges or charged Associates in Dermatology the same rate that it would charge customers from other telephone providers for access to its local exchange.

RESPONSE: August 2016-February 2018 – All calls have to enter the AT&T Kentucky Core VoIP network prior to being transmitted to the PSTN. AT&T Kentucky provided nondiscriminatory rates to Associates in Dermatology and would have assessed equivalent rates for any similarly situated customer that entered into the identical plan.

February 2018-November 2018 – Calls are routed directly to the local exchange at the serving central office. AT&T Kentucky provided nondiscriminatory rates to Associates in Dermatology and would have assessed equivalent rates for any similarly situated customer that entered into an identical plan.

Witness: Hany Fahmy

REQUEST NO. 18: Provide any additional evidence, if any, that AT&T Kentucky believes is necessary to support its assertion that the Commission lacks subject matter jurisdiction over this matter.

RESPONSE: In addition to the bases set forth in AT&T Kentucky's answer to the complaint, including KRS 278.544 as it applies to VoIP, Section 6.14 of Attachment 1 to AT&T Kentucky's response to KPSC 1-5 requires that "all disputes" between AT&T Kentucky and Associates in Dermatology be resolved "through binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, as modified by this provision." In addition, Section 6.12 of the same agreement limits liability. Similar provisions may be found in Sections 8 and 7b of Attachment 2 to AT&T Kentucky's response to KPSC 1-5.

Finally, the Commission lacks subject matter jurisdiction "to adjudicate contract claims for unliquidated damages" to the extent Associates in Dermatology's complaint seeks such any such damages. *Carr v. Cincinnati Bell, Inc.* 651 S.W.2d 126, 128 (Ky. 1983).

Witness: Counsel

VERIFICATION

The undersigned, [name], being duly sworn, deposes and states [s/he] is the [position/title] for [entity], that [s/he] has personal knowledge of the matters set forth in the foregoing testimony, and that the information contained therein is true correct to the best of [his/her] information, knowledge, and belief after a reasonable investigation.

Brittanee E. Hurton
[name]

[State] Kentucky)
County Jefferson)

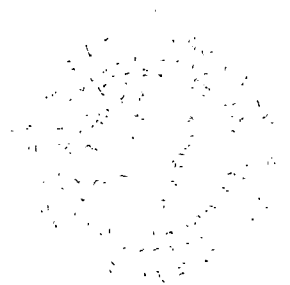
Case No. 2019-00047

Subscribed and sworn before me, a Notary Public, by [name] this [date], 2020

Ashley Alsop
Notary Public

My Commission Expires: 11/02/2022

ASHLEY ALSUP
Notary Public-State at Large
KENTUCKY - Notary ID # 611733
Commission Expires 11-02-2022



VERIFICATION

The undersigned, Hany Fahmy, being duly sworn, deposes and states he is Assistant Vice President of Global Public Policy for AT&T, that he has personal knowledge of the matters set forth in the foregoing testimony, and that the information contained therein is true correct to the best of his information, knowledge, and belief after a reasonable investigation.

Hany Fahmy
Hany Fahmy

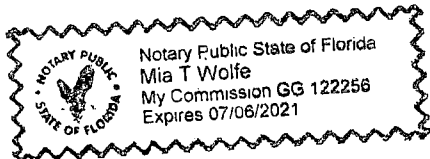
Walton
Georgia)
Forsyth County)

Case No. 2019-00047

Subscribed and sworn before me, a Notary Public, by Hany Fahmy this 1-9 [date], 2020

Mia T Wolfe
Notary Public

My Commission Expires: 07/06/2021



Certificate of Service

I certify that a true copy of the foregoing responses to data requests were served by first class mail, postage prepaid, on the following this 10th day of January 2019:

Patrick Schmidt
Tilford Dobbins & Schmidt PLLC
401 West Main Street, Suite 1400
Louisville, Kentucky 40202

Paul Schurman
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101 S. Fifth Street
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A handwritten signature in blue ink, appearing to read 'M. R. Overstreet', written over a horizontal line.

Mark R. Overstreet