

MCImetro ACCESS TRANSMISSION SERVICES LLC
D/B/A VERIZON ACCESS TRANSMISSION SERVICES

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE SERVICE
WITHIN KENTUCKY

This tariff, MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services Tariff No. 2, cancels and replaces in its entirety MCImetro Access Transmission Services LLC. d/b/a Verizon Access Transmission Services, K.P.S.C. Tariff No. 4.

Retail services to large business customers and to mass market customers are no longer tarified. A description of these services offered by MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services are available online at <http://www.verizonbusiness.com/guide>. Other services which are still tarified can also be viewed online at http://www.verizonbusiness.com/us/publications/state_tariffs/.

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 1, 2021

RECEIVED

7/20/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

LOCAL EXCHANGE SERVICE

CHECK SHEET

The Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Page</u>	<u>Revision</u>
Title	Original
1	2nd *
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original
29	2nd *
30	Original
31	Original
32	Original
33	Original
34	Original
35	Original
36	Original
37	Original

* New or Revised Page

Issued: October 3, 2023

Edwin Reese, Analyst Govt Relations
1300 I Street NW., Suite 500 E
Washington, DC 20005

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
 EXECUTIVE DIRECTOR, OCTOBER 1, 2023
EFFECTIVE 10/4/2023 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

LOCAL EXCHANGE SERVICE

TABLE OF CONTENTS

	<u>PAGE</u>
CHECK SHEET	1
TABLE OF CONTENTS	2-3
APPLICATION OF TARIFF	4
EXPLANATION OF SYMBOLS	5
1. DEFINITIONS	6-7
2. REGULATIONS	8-31
2.1 Undertaking of the Company	8
2.1.1 Scope	8
2.1.2 Shortage of Equipment of Facilities	8
2.1.3 Terms and Conditions	8-9
2.1.4 Liability of the Company	10-14
2.1.5 Notification of Service-Affecting Activities	14
2.1.6 Provision of Equipment and Facilities	15
2.1.7 Non-routine Installation	15
2.1.8 Ownership of Facilities	16
2.2 Prohibited Uses	16
2.3 Obligations of the Customer	17-18
2.3.1 General	17-18
2.3.2 Claims	18
2.4 Customer Equipment and Channels	19-20
2.4.1 General	19
2.4.2 Station Equipment	19
2.4.3 Interconnection of Facilities	20
2.4.4 Inspections	20
2.5 Payment Arrangements	21-26
2.5.1 Payment for Service	21
2.5.2 Billing and Collection of Charges	22
2.5.3 Disputed Bills	22
2.5.4 Advance Payments	23
2.5.5 Deposits	23
2.5.6 Discontinuance of Service	24-26
2.6 Allowances for Interruptions of Service	26-27
2.6.1 Credit for Interruptions	26
2.6.2 Limitations on Allowances	27
2.6.3 Use of Alternative Service Provided by the Company	27
2.7 Cancellation of Service	28
2.7.1 Cancellation of Application for Service	28
2.7.2 Cancellation of Service by the Customer	28

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 1, 2021

RECEIVED

7/20/2021

**PUBLIC SERVICE
COMMISSION
OF KENTUCKY**

LOCAL EXCHANGE SERVICE

TABLE OF CONTENTS (Cont'd)

	<u>PAGE</u>
2. REGULATIONS (Cont'd)	
2.8 Transfer and Assignments	28
2.9 Notices and Communications	29
2.10 Reserved for Future Use	29
2.11 Reserved for Future Use	29
2.12 Kentucky Lifeline Support	29
2.13 Telecommunications Relay Service (TRS)	29
2.14 Telecommunications Access Program (TAP)	29
2.15 811 Dialing Service	30-31
3. RESIDENTIAL SERVICES	32-37
3.1 Residential RLD Service	33
3.2 Directory Assistance/Directory Assistance Call Completion	34
3.3 Operator Services	35
3.4 Other Residential Non-Recurring Charges	36
3.5 Blocking Features	37
3.6 Service Availability	37
3.7 Local Calling Areas	37

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 1, 2021

RECEIVED

7/20/2021

**PUBLIC SERVICE
COMMISSION
OF KENTUCKY**

LOCAL EXCHANGE SERVICE

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by MCImetro Access Transmission Services LLC, to Customers within the local exchange service area defined herein.

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 1, 2021

RECEIVED

7/20/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

LOCAL EXCHANGE SERVICE

EXPLANATION OF SYMBOLS

- (C) - To signify changed regulation
- (D) - To signify discontinued rate or regulation
- (I) - To signify increased rate
- (M) - To signify a move in the location of text
- (N) - To signify new rate or regulation
- (R) - To signify reduced rate
- (S) - To signify reissued matter
- (T) - To signify a change in text but no change in rate or regulation

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 1, 2021



LOCAL EXCHANGE SERVICE

1. Definitions

Certain terms used generally throughout this tariff are defined below.

Advance Payment: Payment of all or part of a charge required before the start of service.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Company: MCImetro Access Transmission Services LLC, a Delaware Corporation, which is the issuer of this tariff.

Customer: The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Joint User: A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Local Calling: A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

Local Exchange Carrier: A company which furnishes exchange telephone service.

Mbps: Megabits, or millions of Bits, per second.

Non-Qualified Commercial Affinity Group

An association or affiliation of business entities whose members/individuals are not organized for the sole purpose to qualify for the discounts described herein.

Non-Qualified Residential Affinity Group A

An association or affiliation of residential users whose members/individuals are not organized for the sole purpose to qualify for the discounts described herein.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 1, 2021



LOCAL EXCHANGE SERVICE

1. Definitions (Cont'd)

On-Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.

Presubscription: An arrangement whereby a Customer may select and designate to the Company an Exchange Carrier it wishes to access, without an access code, for completing intraLATA toll calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC).

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Services: The Company's telecommunications services offered on the Company's network.

Shared Facilities: A facility or equipment system or subsystem which can be used simultaneously by several Customers.

Station: Telephone equipment from or to which calls are placed..

Toll Restriction: Used to prevent a Station from dialing certain codes and numbers.

User: A Customer or any other person authorized by the Customer to use service provided under this tariff.

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 1, 2021



LOCAL EXCHANGE SERVICE

2. Regulations

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Kentucky under the terms of this tariff.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 Shortage of Equipment of Facilities

2.1.2.1 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 1, 2021



LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Kentucky without regard for the State's choice of laws provisions.

2.1.3.5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

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

2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.8 below.

2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 1, 2021



LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

2.1.4.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6, below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

2.1.4.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

2.1.4.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 1, 2021

RECEIVED

7/20/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

2.1.4.6 The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

2.1.4.7 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.

2.1.4.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including:

- claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service;
- patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and
- all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

2.1.4.9 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 1, 2021



LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- 2.1.4.10 The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.1.4.11 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- 2.1.4.12 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.
- 2.1.4.13 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the company may, upon written notice, terminate the Customer's service without liability.

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 1, 2021

RECEIVED

7/20/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.14 With respect to Emergency Number 911 Service:

- (a) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- (b) Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

2.1.4.15 The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 1, 2021

RECEIVED

7/20/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.16 In conjunction with a nonpublished telephone number, as described in Section 3.4.5.3, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.

2.1.4.17 When a Customer with a nonpublished telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

2.1.4.18 In conjunction with the Busy Line Verification and Interrupt Service as described in Section 3.3.2, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

2.1.4.19 The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 1, 2021

RECEIVED
7/20/2021
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.1.6.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

2.1.6.3 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.

2.1.6.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer provided equipment; or
- (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 1, 2021

RECEIVED

7/20/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.2.3 Customer may not use service furnished under this local exchange tariff, directly or indirectly, to provide a service that constitutes exchange access and/or is subject to the application of access charges under applicable law. The Company reserves the right to:

- (1) request that Customer provide written certification that it is using the service in compliance with this requirement; and/or
- (2) conduct a site survey of Customer premises or an audit of Customer books and records upon reasonable notice or take other reasonable measures to satisfy itself that Customer is using service in compliance with this tariff.

In the event Customer is found to be using service in violation of this requirement, the Company may discontinue the provision of service without notice, any other provision of this tariff to the contrary notwithstanding. Customer shall indemnify the Company for any liability, losses, penalties or payments (including without limitation access charges and the Company's attorneys' fees) incurred due to Customer's misuse of the Company's services obtained under this tariff.

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 1, 2021



LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 1, 2021



LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- (i) taking all steps necessary to cancel or otherwise discontinue any local services to be replaced by any MCImetro facilities based local services as described herein.

2.3.2 Claims

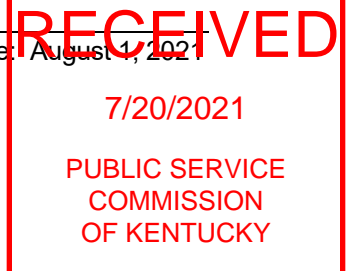
With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 1, 2021



LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 1, 2021



LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

2.4.3.2 Local Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

2.4.4 Inspections

2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 1, 2021



LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 30 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

2.5.1.1 Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Service, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g, County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.5.1.2 A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state.¹ This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

¹Pending the conclusion of any challenge to a jurisdiction's right to impose a gross receipts tax, the Company may elect to impose and collect a surcharge covering such taxes, unless otherwise constrained by court order or direction, or it may elect not to impose and collect the surcharge. If it has collected a surcharge and the challenged tax is found to have been invalid and unenforceable, the Company will credit or refund such amounts to affected Customers (less its reasonable administrative costs), if the funds collected were retained by the Company or if they were delivered over to the taxing jurisdiction and returned to the Company.

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 1, 2021



LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt.

2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided.

2.5.2.3 For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.5.2.4 Amounts not paid within 30 days after the date of invoice are considered past due.

2.5.2.4.1 For Residential Customers, a late payment charge of 1.5% may be assessed on payments not received within 30 days from the invoice date, where capabilities exist. The late payment charge will be applied to the entire unpaid balance of the customer's monthly invoice including taxes. The late payment charge will not be applied to any disputed portion of the unpaid balance unless the dispute is resolved against the customer. The late payment charge of 1.5% is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination. This charge may be imposed only once on any bill for services rendered. Additional penalty charges shall not be assessed on unpaid penalty charges.

2.5.2.5 A \$10.00 charge will be assessed for checks with insufficient funds or non-existing accounts.

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 30 days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Kentucky Public Service Commission in accordance with the Commission's rules of procedure.

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 1, 2021



LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

2.5.5 Deposits

2.5.5.1 Applicants for service or existing Customers whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- (a) two month's charges for a service or facility which has a minimum payment period of one month; or
- (b) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

2.5.5.2 A deposit may be required in addition to an advance payment.

2.5.5.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

2.5.5.4 Deposits held for residential customers will accrue interest at a rate as prescribed by law.

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 1, 2021

RECEIVED

7/20/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service

- 2.5.6.1 Upon nonpayment of any amounts owing to the Company, and after 30 days from the due date, the Company may, by giving requisite prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- 2.5.6.2 Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.5.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.5.6.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the customer, immediately discontinue or suspend service without incurring any liability.
- 2.5.6.5 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 1, 2021



LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.6 The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability:

2.5.6.6.1 Immediately upon written notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.6.6.1 (a-f) if:

- (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
- (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
- (c) The Customer has been given ten (10) days written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or
- (d) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - (d.1) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - (d.2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - (d.3) Any other fraudulent means or devices; or
- (e) Use of service in such a manner as to interfere with the service of other users; or
- (f) Use of service for unlawful purposes.

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 4, 2021



LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.6 (Cont'd)

- 2.5.6.6.2 Immediately, upon written notice to a Customer who has failed to pay any sum within 30 days of the date when payment was due;
- 2.5.6.6.3 Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5; or
- 2.5.6.6.4 Ten (10) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that ten (10) day period; or

2.5.6.7 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

2.5.6.8 Upon the Company's discontinuance of service to the Customer under Section 2.5.6.1 or 2.5.6.2, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

2.6 Allowances for Interruptions of Service

2.6.1 Credit for Interruptions: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 1, 2021



LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.6 Allowances for Interruptions of Service (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
- (b) interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) interruption of service due to circumstances or causes beyond the control of the Company.

2.6.3 Use of Alternative Service Provided by the Company: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 1, 2021



LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

2.7.1.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.7.1.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.7.1.3 The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

2.7.2 Cancellation of Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2, all costs, fees and expenses incurred in connection with:

- 1) all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- 3) all Recurring Charges specified in the applicable tariff for the balance of the then current term.

2.8 Transfer and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 4, 2021



LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.10 Reserved for Future Use

2.11 Reserved for Future Use

- 2.12 Kentucky Lifeline Support: Pursuant to Kentucky Public Service Commission Administrative Case No. 360, a surcharge of \$0.15 per month per access line will be applied to all Kentucky consumers' bills to support State funding for the Kentucky Lifeline Program beginning with the billing for service rendered on or after September 19, 2023. (I)
(C)

- 2.13 Telecommunications Relay Service (TRS): Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and vice-versa. A Customer will be able to access the state provider to complete such calls. A monthly recurring surcharge of \$0.01 will apply. (R/T)

- 2.14 Telecommunications Access Program (TAP): Pursuant to Kentucky Public Service Commission Administrative Case No. 372, a surcharge of \$0.02 per month per access line will be applied for all bills rendered after July 1, 2008, and continuing until June 30, 2010.

Issued: October 3, 2023

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



EFFECTIVE
10/4/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.15 811 Dialing Service

1. General

811 Dialing Service (811) is a custom call-routing application utilizing a three-digit local dialing arrangement, terminating to a subscriber-provided number for access to advance excavation notice services. It provides the calling party an easy-to-remember three-digit dialing code with call delivery to established 811 subscribers. The 811 code was assigned for this purpose pursuant to the Sixth Report and Order, released March 14, 2005 by the Federal Communications Commission in CC Docket No. 92-105, which specifies that such calls be delivered to a number provided by the relevant 811 subscriber that is not a toll call for the party dialing the number (i.e., either a toll-free (8XX) or local number). This tariff covers calls originating on lines terminating in the Company's switch (i.e., originating and terminating within the same MSA); it does not cover 1+, 0+, 0-operator-assisted, 101XXXX, or inmate calls).

2. Conditions

Calls placed using 811 are automatically routed to the 811 subscriber's terminating number, which the subscriber must provide in the form of either a toll-free number or a local number whose local calling area covers all of the locations to which the service is provided. The subscriber shall provide the Company with this number in advance so that the Company may properly translate its central office switches. If charges are required to re-route the call to the terminating number, they will be cared for by the use of a subscriber-provided toll-free number. The Company is not responsible for redirecting or otherwise handling 911 and other calls misdialed or misrouted as 811 calls. The subscriber shall provide sufficient terminating number paths to its toll-free or local terminating number so as to not clog nor impair the Company's network.

The Company's offering of 811 to the subscriber also is conditioned on the subscriber's representation that it has been authorized by appropriate state authorities to receive and respond to 811 calls from the public within the areas served by the Company, and that the subscriber has obtained all licenses, authorizations, and other prerequisites necessary to provide that service, and will at all times comply with all applicable laws and regulations.

The Company reserves the right to discontinue the service, without notice, if interruption of 811 is necessary to prevent or protect against fraud or otherwise protect the Company's personnel, facilities or services.

811 is not available for resale.

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 1, 2021



LOCAL EXCHANGE SERVICE

2. Regulations (Cont'd)

2.12 811 Dialing Service (Cont'd)

3. Limitations on Liability

The Company shall be indemnified and saved harmless by the subscriber against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company, apparatus and systems of the subscriber; and against all other claims arising out of any act or omission of the subscriber in connection with the facilities provided by the Company. Neither the Company nor any concurring, connecting or other participating carrier shall be liable for any act or omission of another company or companies furnishing a portion of such service. The Company is not responsible to the subscriber, authorized user, joint user, sharer of service, patron of a reseller or any other person for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company occurring in the course of furnishing service or other facilities (Service Problems) or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company caused by terminal equipment. The Company is not responsible to the subscriber, authorized user, joint user, sharer of service, patron of a reseller or any other person for injuries or damages to persons or property arising from the existence of subscriber-provided power supply.

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 1, 2021



LOCAL EXCHANGE SERVICE

3. Residential Services¹

- A. Application of Residence Service: Residential service is defined as service that is furnished (1) in private homes or apartments, including all parts of the subscriber's domestic establishment, for domestic use and not for substantial occupational use; (2) in college fraternity or sorority houses, college dormitories, convents and monasteries for domestic rather than occupational use in residential quarters; (3) used for purposes of study by a clergyman located in a , church, synagogue, mosque or other religious institution. The Company reserves the right to disconnect customer's residential service or to convert any plan associated with such service to a business plan upon appropriate customer notification if it is determined that usage is not consistent with normal residential applications. This service is for voice use only by residential customers. The company reserves the right to adjust a customer's service upon appropriate customer notification. If it is determined that usage is not consistent with residential voice applications, customers service may be assessed a \$50 monthly recurring data/internet usage charge or disconnected.
- B. Rates and Charges: Usage charges are based on local usage. Chargeable time for the customer shall begin when the called party answers and shall end upon disconnection by either party. Local calls are billed on a per minute basis unless otherwise indicated. Calls are rounded to the next higher full minute. If the computed charge includes a fraction of a cent, the fraction is rounded to the nearest whole cent.
- C. All residential service set forth in this Section of this tariff is presently only available to those customers who presently have service on lines with BellSouth or with MCImetro or another carrier who provisions service either via resale of BellSouth services or via UNE-Platform service provided by BellSouth.
- D. Line Connection Fee: Applies on a per line basis when a customer requests a new line of service or when a customer moves to a new location.
- E. Service Order Charge: Applies to changes made to an account after the point of sale.

¹ Effective October 1, 2019, the Company will no longer offer local exchange service to new residential customers as described in this section (Section 3, Residential Service). Also effective October 1, 2019, existing residential customers currently subscribed to any of the Company local exchange service offerings described in this section (Section 3, Residential Service) will no longer be able to move, add to, or change the service to which they are subscribed.

Issued: July 16, 2021

Edwin Reese, Analyst Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 1, 2021



LOCAL EXCHANGE SERVICE

3. Residential Services (Cont'd)

3.1 Service Offerings

3.1.1 Residential RLD Service

Customers who subscribe to this voice service will receive one home phone line that includes touch-tone service. Customers must contact a Company representative to enroll in this service. Unlimited local calling is included with this service.

The following are not included in the monthly line charge: non-recurring charges, operator assistance, directory assistance, directory listing options, Interstate line charge, data/internet surcharge, blocking options, taxes, surcharges, custom calling features not included in features. Usage from any other residential service offerings cannot be aggregated with this service. Customers will receive Block 900 & 976 with this service at no additional charge.

IntraLATA calls are not included in the monthly Residential RLD charge. Customers who have selected MCI as their primary intraLATA exchange carrier will be charged the intraLATA rates as specified in MCI Communications Services, Inc., Kentucky Long Distance Service Catalog Schedule No. 1.

The Company reserves the right to discontinue offering the service and grandfather existing customers on one day's notice to the Commission, in the event that 1) facilities are not available to the Company to adequately provide the service, and 2) such lack of facilities is the result of the failure of any carrier (from whom the Company is securing facilities to provide the service) to provide adequate service to the Company.

This service is for use by residential customers. The Company reserves the right to adjust a customer's service upon appropriate customer notification. If it is determined that usage is not consistent with residential voice applications, customers service may be assessed a \$50 monthly recurring data/internet usage charge or disconnected.

Monthly Recurring Charges:

Zone 1: \$37.99
Zone 2: \$43.99
Zone 3: \$57.99

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 1, 2021



LOCAL EXCHANGE SERVICE

3. Residential Services (Cont'd)

3.2 Directory Assistance/Directory Assistance Call Completion

A customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. One request may be made on each directory assistance call. The Directory Assistance charge applies to each call regardless of whether or not the Directory Assistance operator is able to furnish the requested telephone number.

Directory Assistance Per Call Charge: \$0.95

Customers may request the Directory Assistance operator to complete a call to the last number requested on that particular Directory Assistance call. The customer will be charged a usage rate in accordance with the Company Local Exchange Service to which the customer is presubscribed for completed calls.

Directory Assistance Call Completion Per Call Charge: \$0.00

Qualified customers who are unable to use a telephone directory because of physical disabilities will be exempt from the per call charge for Directory Assistance/Directory Assistance Call Completion.

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 1, 2021



LOCAL EXCHANGE SERVICE

3. Residential Services (Cont'd)

3.3 Operator Services

Busy Line Verification: Operator verifies that a line is currently busy.

Busy Line Interrupt: Operator interrupts a conversation in progress to ascertain willingness to establish conversation with an alternate party.

Person-to-Person Call: A service where the person originating the call specifies to the operator a particular person to be reached. Person to person can be billed to a calling card, billed to a third number or billed as collect at no additional charge.

3rd Number Billing Call: A billing arrangement by which a message may be charged to an account associated with a number other than the originating or terminating numbers.

Collect: Provides the customer with the capability to charge a call to the called party. On the announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the announcement.

Station-to-Station: Calls completed with the assistance of an operator to a particular station. The call may be billed to the called party.

Busy Line Verification:	\$2.00
Busy Line Interrupt:	\$2.75
Person to Person Call:	\$3.50
3 rd Number Billing Call:	\$3.05
Station to Station Operator Assisted:	\$2.25
Collect::	\$3.05
Operator Assisted Sent Paid:	\$3.05

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 1, 2021



LOCAL EXCHANGE SERVICE

3. Residential Services (Cont'd)

3.4 Other Residential Non-Recurring Charges

These charges are non-recurring and apply to various customer requests for connecting, moving or changing service. These charges are in addition to all other scheduled rates and charges that would normally apply.

<u>Option</u>	<u>Non-Recurring Charge</u>
Line Connection Fee:	\$42.00 ¹
Installation Dispatch:	\$50.00
Service Restoral Charge:	\$30.00
Telephone Number Change Charge:	\$20.00
Returned Check Charge:	\$10.00
InterLATA/IntraLATA PIC Change Charge:	\$1.25
Service Order Charge:	\$0.00 ¹
Directory Listing Change Charge (Record Order Charge):	\$15.00
Blocking Set Up Charge :	\$9.95
Call Detail Display:	\$10.00
Duplicate Invoices (per invoice copy):	\$10.00
Voicemail Set-Up Fee:	\$5.00
Facilities Move Charge:	\$250.00 ²

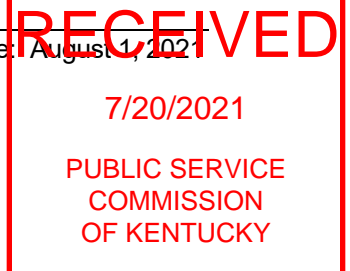
¹Existing customers of Residential Service under this tariff will receive a waiver of this charge.

²This charge applies to a move or rearrangement, at the customer's request, of the point of interconnection between the Telephone Company communications facilities and terminal equipment, protective apparatus, or wiring at a subscriber's premises.

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 1, 2021



LOCAL EXCHANGE SERVICE

3. Residential Services (Cont'd)

3.5 Blocking Features

Block 900 & 976

Blocks the following outgoing calls from a customer's line.

Blocks: 976, 1+976,1+900

Block Collect Calling

Prohibits the operator from connecting and charging collect calls to a customer's line.

Toll Blocking

Prevents unwanted or unauthorized outbound long distance and toll calls.

Block 3rd Party

Prohibits the operator from charging 3rd party calls to the subscriber's line.

Blocking Features – Charges:

<u>Feature</u>	<u>Monthly Recurring Charge</u>
Block 900 and 976	\$0.00
Block Collect Calling	\$0.00
Block 3 rd Party	\$0.00

3.6 Service Availability

Service is available in Zones 1 and 2 as adopted by the Kentucky Public Service Commission.

3.7 Local Calling Areas

Exchange Service Areas: Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following incumbent LECs: BellSouth Telecommunications, Inc.

Issued: July 16, 2021

Edwin Reese, Analyst-Govt Relations
1300 I Street NW., Suite 500E
Washington, DC 20005

Effective: August 1, 2021

