

AT&T CORP.
KENTUCKY
LOCAL EXCHANGE SERVICES TARIFF

ISSUED: OCTOBER 1, 2012
EFFECTIVE: NOVEMBER 1, 2012
BY: CAROL PAULSEN-TARIFF ADMINISTRATOR

TITLE PAGE
ORIGINAL PAGE 1

AT&T CORP.
In its Capacity as a
Facilities-Based Local Carrier

LOCAL EXCHANGE SERVICES

Effective November 1, 2012, the AT&T Corp. Local Exchange Services Tariff hereby supersedes and replaces the AT&T Communications of the South Central States, LLC, Local Exchange Services Tariff in its entirety.



AT&T CORP.
KENTUCKY
LOCAL EXCHANGE SERVICES TARIFF

ISSUED: AUGUST 31, 2020
EFFECTIVE: SEPTEMBER 15, 2020
BY: LINDA GUAY-TARIFF ADMINISTRATOR

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KENTUCKY
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TARIFF INFORMATION

Explanation of Tariff Symbols

Revisions to this tariff are coded through the use of the following symbols:

- C - to signify a changed regulation or tariff
- D - to signify a discontinued rate, regulation or text
- I - to signify increase in rate
- L - to signify a relocation from one page to another with no change to text, regulation or tariff
- N - to signify a new rate and/or new regulation, and/or new text
- O - to signify obsoleted rate, regulation or text
- R - to signify reduction in rate
- S - to signify matter already appearing in another part of the tariff and repeated for clarification
- T - to signify a change in text but no change in rate or regulation



AT&T CORP.
KENTUCKY
LOCAL EXCHANGE SERVICES TARIFF

ISSUED: AUGUST 17, 2016

EFFECTIVE: SEPTEMBER 1, 2016

BY: LINDA GUAY-TARIFF ADMINISTRATOR

SECTION 1

2ND REVISED PAGE 1

CANCELS 1ST REVISED PAGE 1

1. APPLICATION OF TARIFF

1.1 General

This tariff contains the terms, conditions and charges applicable to AT&T Local Exchange Services subject to the jurisdiction of the Kentucky Public Service Commission.

1.1.1 Application of Tariff

- A. This tariff applies to the furnishing of Local Exchange Services defined herein by AT&T Corp. (hereinafter referred to as the "Company" or "AT&T"). Local Exchange Services are furnished for the use of end-users in placing and/or receiving local telephone calls within the Local Service Area. Services, features and functions will be provided where facilities, including, but not limited to, billing capability, technical capability and the ability of AT&T to purchase service elements from appropriate tariffs for resale are available.
- B. The provision of Local Exchange Service is subject to existing regulations and terms and conditions specified in this tariff and this Company's current tariffs, and may be revised, added to or supplemented by superseding issues.
- C. AT&T reserves the right to offer its customers a variety of competitive services as deemed appropriate by the Company.

(D)
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(D)



AT&T CORP.
KENTUCKY
LOCAL EXCHANGE SERVICES TARIFF

ISSUED: MARCH 16, 2016
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1. APPLICATION OF TARIFF

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- B. The provision of Local Exchange Service is subject to existing regulations and terms and conditions specified in this tariff and this Company's current tariffs, and may be revised, added to or supplemented by superseding issues.
- C. AT&T reserves the right to offer its customers a variety of competitive services as deemed appropriate by the Company.
- D. On or after March 18, 2016, AT&T Corp. will discontinue the following services originating and terminating: Bill to a Third Number, Busy Line Verify/Interrupt, Collect and Person-to-Person. (N)
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(N)



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2. GENERAL REGULATIONS

2.1 Undertaking of the Company

2.1.1 General

The Company undertakes to provide the services offered in this tariff on the terms and conditions and at the rates and charges specified herein.

Local Exchange Services consists of furnishing one way or two way communication to or from a demarcation point on the Customer's premises and another demarcation point within a Local Service Area as specified in Section 3 of this tariff.

Services, features and functions will be provided where facilities, billing capability, technical capabilities and the ability of the Company to purchase unbundled network elements ("UNEs") (as that term is defined by applicable law), either alone or in combination (including a combination of unbundled switching with other UNEs), are available without unreasonable expense to the Company. AT&T reserves the right to withdraw any service provided pursuant to this tariff or to modify its terms and conditions, upon 30 days notice, in the event that changes occur (including regulatory changes) which affect either the availability of facilities to AT&T, or the terms and conditions upon which they are obtained. The foregoing is in addition to all other existing rights retained by AT&T to modify or withdraw its services at any time.

The Company's obligation to furnish service feature and/or facilities is also dependent upon its ability to provide secure and retain, without unreasonable expense to the Company (a) suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment, (b) suitable space for its plant and facilities in the building where service is or is to be provided, (c) facilities for interconnection from alternate suppliers.

Except as may otherwise be specified in this tariff, service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

In the event of a dispute, the non-prevailing party may be liable for reasonable court costs and attorneys' fees.



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2. GENERAL REGULATIONS

2.1 Undertaking of the Company (continued)

2.1.2 Terms and Conditions

Customers may be required to enter into written service orders which shall contain or reference 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. The Customer may also be required to execute any other documents as may reasonably be requested by the Company in connection with the provisioning of Local Exchange Service.

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 month to month rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the 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 Notification of Service Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of the Company's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative 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. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.4 Provision of Services, Equipment or Facilities

- A. The Company shall use reasonable efforts to make services available 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, except as stated or expressly provided for in this tariff.
- B. The Company shall use reasonable efforts to maintain facilities and equipment 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 or equipment installed by the Company, except upon the written consent of the Company.



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2. GENERAL REGULATIONS

2.1 Undertaking of the Company (continued)

2.1.4 Provision of Services, Equipment or Facilities (continued)

- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby degrade the technical parameters of the service provided to the Customer.
- D. Equipment the Company provides or installs at the Customer premises for use in connection with services the Company offers shall not be used for any purpose other than that for which the Company provides, installs or has installed on its behalf.
- E. 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 equipment or facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of equipment or facilities offered under this tariff and to the maintenance and operation of such equipment or facilities.
- F. When the facilities or equipment of other companies are used by the Customer, the Company is not liable for any act, error, omission or interruption caused by the other company or their agents or employees. This includes but is not limited to:
 - 1. The provision of a signaling system data base by another company;
 - 2. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 3. The reception of signals by Customer-provided equipment.
- G. The Customer shall be responsible for the payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.



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2. GENERAL REGULATIONS

2.1 Undertaking of the Company (continued)

2.1.5 Customer Equipment

A Customer may use Customer-provided equipment to transmit or recover information or signals via the equipment or facilities of the Company.

A. Station Equipment

Customer-provided equipment on the Customer premises, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer.

The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such Company-provided 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 Company-provided equipment and wiring must be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. If the Company, in its sole discretion, reasonably determines that additional protective equipment is required to prevent such damage or injury, it shall be provided at the Customer's expense.

B. Inspections

Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections at the Customer's premises as may be necessary to determine that the Customer is complying with the requirements set forth in this tariff.

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. AT&T may immediately and without notice deny service when the Customer (a) subjects AT&T or non-AT&T personnel to hazardous conditions, (b) circumvents AT&T's ability to charge for its services, prevent and protect against fraud or (c) acts in a way that may cause immediate harm to the local exchange network or other company services.

In such case, the Company will make a reasonable effort to give the Customer prior notice before denying service.



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2. GENERAL REGULATIONS

2.2 Liability of the Company

2.2.1 Service Liability

- A. The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of Custom Network Service, and subject to the provisions of B. through G. following, the Company's liability, if any, shall not exceed an amount equal to the initial period charge provided for under this tariff for the Custom Network Service call for the period during which the call was affected.
- B. The Company is not liable for damages associated with service, channels, or equipment which it does not furnish.
- C. The Company is not liable for damages to a premises resulting from the furnishing of service, including the installation and removal of equipment or facilities and associated wiring, unless the damage is caused solely by the Company's negligence.
- D. The Company shall be indemnified, defended, and held harmless by the Customer and user against all claims, losses, or damages arising from the use of Custom Network Service furnished pursuant to this tariff, involving:
 1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
 2. Claims for patent infringement arising from combining or using Custom Network Service furnished by the Company in connection with facilities or equipment furnished by others; or
 3. All other claims arising out of any act or omission of others relating to Custom Network Service provided pursuant to this tariff.



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2. GENERAL REGULATIONS

2.2 Liability of the Company (continued)

2.2.1 Service Liability (continued)

- E. The Company does not guarantee or make any warranty with respect to Custom Network Service when used in an explosive atmosphere. The Company shall be indemnified, defended, and held harmless by the Customer and user against all claims, losses or damages by any person relating to Custom Network Service provided pursuant to this tariff when used in an explosive atmosphere.
- F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the Customer and user against claims of patent infringement arising solely from the use by the Customer or user of Custom Network Service offered under this tariff and will indemnify such Customer or user for any damages awarded based solely on such claims.
- G. The Company's failure to provide or maintain service under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God, and other circumstances beyond the Company's reasonable control.
- H. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this tariff as a Credit Allowance for Interruptions and Service Quality Guarantees.



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2. GENERAL REGULATIONS

2.2 Liability of the Company (continued)

2.2.2 Temporary Suspension for Repairs

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the Customer the least inconvenience. When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of communications or Customer's service.

2.2.3 Credit Allowance for Interruptions

- A. Except as may otherwise be specified in this tariff, interruptions of twenty-four hours or more, which are reported to or detected by the Company, and which are not due to the negligence or willful act of the Customer are credited to the Customer at the proportionate monthly charge (1/30 of the service monthly recurring charge) involved for each twenty-four hours or fraction thereof of interruption. Credit is not allowed for interruptions to service of less than twenty-four hours.

No interruption allowance shall be made for failures in facilities provided with or by other carriers except as may otherwise be provided in other Sections of this tariff.

- B. No interruption allowance shall apply where service is interrupted by the negligence or willful act of the Customer or where by the Company, pursuant to the terms of the Tariff, suspends or terminates service, because of nonpayment of bills due the Company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the Customer is responsible for providing electric power.



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2. GENERAL REGULATIONS

2.3 Obligations of the Customer

2.3.1 Customer Responsibilities

A. The Customer shall be responsible for:

1. The payment of all applicable charges pursuant to this tariff;
2. 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 premises, unless caused by the sole negligence or willful misconduct of the employees or agents of the Company;
3. 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;
4. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-ways and conduit necessary for installation of any associated equipment or facilities used to provide Local Exchange Services to the Customer from the cable building entrance or property line to the location of the equipment or facilities space described above. 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 equipment or facilities, shall be borne entirely by, and may be charged by the Company to the Customer;
5. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees, agents and/or suppliers 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. asbestos) prior to any construction or installation work;



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2. GENERAL REGULATIONS

2.3 Obligations of the Customer (continued)

2.3.1 Customer Responsibilities (continued)

A. The Customer shall be responsible for: (continued)

6. 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 the Customer is responsible under this section; and granting or obtaining permission for Company employees, agents and/or suppliers to enter the premises of the Customer for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
7. Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.

B. Claims

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

1. Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees of either party, 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
2. 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 service and facilities in a manner not contemplated by the agreement between the Customer and the Company.



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2. GENERAL REGULATIONS

2.3 Obligations of the Customer (continued)

2.3.1 Customer Responsibilities (continued)

C. Resale

1. All Company Local Exchange Services are available for resale unless otherwise specifically indicated.
2. Customers, who subscribe to Local Exchange Service and resell this service to others, shall be the Customer of Record. The Customer of Record shall be responsible for complying with all laws and regulations of the State of Kentucky which relate in any way to the Customer of Record's provision of local telephone service, including, but not limited to, laws and regulations regarding consumer protection, billing and collection practices, tariffing obligations, and the payment of applicable taxes.
3. The Company will bill the Customer of Record who is at all times responsible for payment of the full amount of all charges incurred. The Company is not responsible for the allocation of usage or charges for resold services. The Customer of Record is responsible for allocating charges to its end-users.
4. AT&T will communicate with the Customer of Record with respect to ordering, provisioning, maintenance, repair, billing, collection, and other matters related to Local Exchange Services. The Company has no obligation to provide notice to, or communicate with the Customer of Record's end-users.
5. With respect to resold services, applications for service as well as requests for additions, rearrangements or discontinuances of service will be accepted only from the Customer of Record.
6. In connection with the marketing of its services, the Customer of Record may not directly or indirectly (1) use AT&T's trade names, trademarks, service marks, registered marks or other indicia of origin (or confusingly similar names, marks, or other indicia) in a manner that may cause third parties (including the Customer of Record's end-users) to believe that service provided by the Customer of Record is AT&T service; or (2) use AT&T's corporate logos, or trade dress (or confusingly similar logos or trade dress).
7. The furnishing of special arrangements to resellers is subject to the regulations set forth in this tariff.



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2. GENERAL REGULATIONS

2.3 Obligations of the Customer (continued)

2.3.1 Customer Responsibilities (continued)

D. Use of AT&T Marks

When local exchange service is resold, neither the Customer nor any other reseller or intermediary in the sales chain between the Customer and an end user may make any use (including but not limited to use in advertising, promotional materials, Internet or other on-line website, stationery, business cards, billing material or signage) of AT&T's name, logo, trademarks and service marks (registered and unregistered), trade dress or other symbols that serve to identify and distinguish AT&T from its competitors ("AT&T's Marks"), or of any confusingly similar name, logo, trademarks and service marks (registered and unregistered), trade dress or other symbols, except that a reseller may:

- a. use AT&T's Marks in comparative advertising solely to identify AT&T as a competitor, or to identify AT&T's competing services, provided such use is not made in a factually incorrect or misleading context or in a manner that is likely to cause confusion or mistake, or to deceive or to identify AT&T as an underlying provider of the reseller's service;
- b. use AT&T's Marks pursuant to the terms of a separate written brand licensing agreement;
- c. use AT&T's name to the extent it is specifically required by statute, regulation or other government requirement to do so, and;
- d. indicate, in response to an unsolicited inquiry from an end user (including a prospective end user), that it uses AT&T as its underlying carrier, provided the reseller also:
 1. advises the end user that a portion of its service will be provided using reseller's own switching or transmission facilities (if applicable);
 2. identifies any other long distance providers the reseller uses in providing service to the end user;
 3. advises the end user it will not be an AT&T Customer for the resold service, and;
 4. does not emphasize AT&T's name more than either its own name or that of any other long distance provider the reseller uses.

For purposes of this provision, local exchange service is resold if the Customer (or any other reseller or intermediary in the sales chain between the Customer and an end user) uses local exchange service to reoffer telecommunications service to others (with or without "adding value") for profit.



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2. GENERAL REGULATIONS

2.4 Connections of Terminal Equipment and Communications Systems

2.4.1 Recording of Two Way Telephone Conversations

Telecommunications services are not represented as adapted to the recording of two way telephone conversations. However, Customer-provided voice recording equipment may be directly, acoustically or inductively connected with local exchange services for the recording of such conversations. When such connections are made, the Customer-provided voice recording equipment shall be so arranged that at the will of the user it can be activated or deactivated. In addition, one of the following conditions must apply:

- A. All parties to the telephone conversations must give their prior consent to the recording of the conversation, and their prior consent must be obtained in writing or be part of, and obtained at the start of, the recording, or
- B. A distinctive recorder tone, repeated at intervals of approximately fifteen seconds, is required to alert all parties when the recording equipment is in use. The distinctive recording tone can be provided as part of the recording equipment, or
- C. All parties to the telephone conversation must be verbally notified at the beginning of the conversation and the notification must be recorded as part of the call, by the recording party.
- D. Exceptions

The exceptions to the foregoing requirements are as follows:

- 1. Recordings made of incoming calls to telephone numbers publicized for emergencies involving health or safety of life and property (e.g., emergency situations involving fire, health care, police, public utilities and emergency road service) and outgoing calls made in immediate response to such calls.
- 2. Recordings of calls made for patently unlawful purposes, such as bomb threats, kidnap ransom requests and obscene telephone calls. Outgoing calls made in immediate response to such calls are also excepted.
- 3. Recording of calls made by Federal, State or local law enforcement authorities, or federal intelligence authorities, acting under cover of law.



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BY: CAROL PAULSEN-TARIFF ADMINISTRATOR

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2. GENERAL REGULATIONS

2.4 Connections of Terminal Equipment and Communications Systems
(continued)

2.4.2 Violation of Regulations

When any terminal equipment or communications system is used with local exchange services in violation of any of the provisions of this tariff, the Company will take immediate action, based on the circumstances, to protect its services or interests, including disconnection of the service, and will promptly notify the Customer of the violation. The Customer shall discontinue such improper use of the terminal equipment or communications system or correct the violation and shall confirm in writing to the Company within 10 days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure of the Customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above shall result in disconnection of the Customer's service until such time as the Customer complies with the provisions of this Tariff.



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2. GENERAL REGULATIONS

2.5 Payments and Charges

2.5.1 Establishment and Re-Establishment of Credit

The Company may conduct a credit investigation of each commercial service Customer or applicant prior to accepting the service order, Customer deposit or advance payment. A Customer whose service has been discontinued by the Company for non-payment of bills for any telecommunications service will be required to pay all bills due the Company for telecommunications services or make other arrangements satisfactory to the Company to re-establish credit before service is restored or any service started.

2.5.2 Billing and Collection

The Customer is responsible for payment of all charges for equipment or facilities and services furnished by the Company to the Customer.

The Company will establish a monthly billing date for each Customer account and shall bill all charges incurred by, and credits due to the Customer under this tariff. Recurring charges are billed in advance of the month(s) in which service is provided, except where prohibited by law. Usage sensitive charges will be billed for the preceding billing period. Recurring charges and usage sensitive charges for the Federal Government will be billed in arrears. Bills are due by the payment due date shown on the bill.

When service does not begin on the first day of the billing cycle, or end on the last day of the billing cycle, the charge for the fraction of the billing cycle in which service was furnished will be calculated on a prorate basis, except as otherwise expressly provided in this tariff.

2.5.3 Billing Disputes

The customer is responsible for providing notification to the Company of any disputed charges within six months of the bill date, otherwise, the charge will be considered correct and binding. All charges not in dispute will be paid by the Customer by the payment due date. Upon notification of a dispute, the Company shall undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company shall notify the Customer of any amount determined by the Company to be correctly charged and such amount shall become immediately due and owing. Amounts determined by the Company to be correctly charged shall also be subject to the late payment charge specified in this tariff.



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2. GENERAL REGULATIONS

2.5 Payments and Charges (continued)

2.5.4 Advance Payments

The Company may require a Customer or applicant to make an advance payment as a condition of continued or new service. The Company reserves the right to require from an applicant for service advance payment of recurring and non-recurring charges, estimated usage charges, and other charges and guarantees in such amount as may be deemed necessary by the Company for safeguarding its interests. In addition, where special construction is involved, advance payment of the construction charges quoted may be required at the time of application. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made.

2.5.5 Deposits

The Company may require a deposit, or an increase in the amount of deposit, of a Customer who cannot establish a credit standing satisfactory to the Company. If the actual bills of the Customer subsequently rendered prove that the deposit is either insufficient or excessive, the deposit may be changed in accordance with the facts.

For Business or Commercial Customers, any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

A deposit is returned to the Customer, less any amounts due the Company when service is disconnected. Even though a deposit is made, the Customer must still pay bills, including any advance payments, when requested. A Customer's payment of a deposit does not waive or modify the Company's practice of disconnecting service for failure to pay any bills.

2.5.6 Returned Check Charge

In addition to any late payment charges specified in this tariff, Business or Commercial Customers will be assessed a charge of fifteen dollars (\$15.00) for each check, draft, or electronic funds transfer submitted by the Customer to the Company which a financial institution refuses to honor.



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2.5 Payments and Charges (continued)

2.5.7 Minimum Period Charge

The minimum period for service is one month. When a service is discontinued prior to the expiration of the minimum period, the minimum period charge will apply. In addition, all nonrecurring charges associated with the provision of the service will be billed.

2.5.8 Late Payment Charge

Subject to billing and systems availability, when a bill or estimated bill for switched services charges is presented to the Customer, any amounts for which payment has not been received within 30 calendar days of the invoice date will be considered delinquent. Business or Commercial Customers may be assessed a Late Payment Charge on any delinquent account balance, when that balance exceeds \$25.00. The minimum late Payment Charge for Business or Commercial Customers may be an amount up to \$5.00.

The period subject to the Late Payment Charge shall commence on the 31st calendar day after the invoice date, and continue from month to month until the delinquent balance is resolved. The Late Payment Charge shall be assessed monthly, based on the delinquent balance maintained on the account at that time. The Late Payment Charge shall be an amount equal to the outstanding delinquent balance multiplied by up to 18% annually, (up to 1.5% per month) unless an applicable law or regulation specifies a lower rate to be charged, and that lower rate shall then apply. The Customer shall not be charged a Late Payment Charge on a delinquent balance, however, if an applicable law or regulation prohibits the imposition of such charges.

In the event a Customer disputes, in good faith, the validity of any switched services charges appearing on its invoice, as specified in this tariff, the amount of these disputed charges will be excluded from the total delinquent balance while the dispute is pending. If the Company sustains the charges after investigating the dispute, the applicable Late Payment Charges shall be deemed correct and binding on the Customer. If, alternately, the Company credits the charges after investigating the dispute, the Late Payment Charges will not apply.

When a local exchange company provides the billing function on behalf of the Company, the local exchange company's local exchange service late payment charge applies. Late payment charges do not apply until after the due date of the bill on which the usage charges first appear.



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2. GENERAL REGULATIONS

2.6 Cancellation, Discontinuance and Changes

2.6.1 Cancellation of Service

A. Cancellation of Application for Service

When a Customer cancels 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.

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 services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

Where the Company incurs an expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies.

The special charges described above will be calculated and applied on a case-by-case basis.

B. Cancellation of Service

If a Customer cancels a service order or terminates services before the completion of the term for any reason whatsoever, the Customer agrees to pay to the Company the following:

1. All non-recurring charges reasonably expended by the Company to establish service to the Customer; and
2. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company; and
3. All recurring charges specified in the applicable tariff for the balance of the then current term; and
4. Any other charges set forth in this tariff or in the service order for such early cancellation or termination.

The above sums shall become due and owing as of the Effective date of the cancellation or termination and be payable within the period, as set forth in this tariff.



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2. GENERAL REGULATIONS

2.6 Cancellation, Discontinuance and Changes (continued)

2.6.2 Discontinuance of Service

The Company may discontinue or refuse to furnish any and/or all service(s) to the Customer or Applicant for service without incurring any liability if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities, equipment, assets or services.

The 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 up to the time of discontinuance. In addition, the Company may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer, to be immediately due and payable.

In the event the Company incurs fees or expenses, including attorney's fees, in collecting or attempting to collect any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.



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2. GENERAL REGULATIONS

2.6 Cancellation, Discontinuance and Changes (continued)

2.6.2 Discontinuance of Service (continued)

- A. The Company may, without incurring any liability, discontinue or suspend service without notice, or refuse service, if:
1. The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of communications services or its planned use of service(s); or
 2. The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of communications services, or its planned use of the Company's service(s); or
 3. The Customer states that it will not comply with a request of the Company for deposits or advance payments, as specified in this tariff; or
 4. The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
 5. 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:
 - a. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - b. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - c. Any other fraudulent means or devices.
 6. Any material portion of the facilities used by the Company to provide service to the Customer is condemned or a casualty renders all or any material portion of such equipment or facilities inoperable beyond feasible repair; or
 7. Any governmental order or directive calls for the discontinuation of service, the Customer alters the services to be provided, or the Customer violates an applicable law or regulation; or
 8. The Customer uses service without payment for the service or the Customer fails to pay any amounts owing to the Company for services to which the Customer subscribes or had subscribed or used; or
 9. The Customer fails to comply with terms of a deferred payment agreement.



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2. GENERAL REGULATIONS

2.6 Cancellation, Discontinuance and Changes (continued)

2.6.2 Discontinuance of Service (continued)

- B. Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability by giving five (5) days prior written notice.
- C. Upon failure to comply with a request made by the Company for security for the payment of service(s) or advance payments, as specified in this tariff, the Company may, by giving prior written notice to the Customer consistent with applicable Commission Rules, discontinue or suspend service without incurring any liability.
- D. Upon violation of any of the other material, terms or conditions for furnishing service the Company may, by giving 30 days' (from the date of the bill) prior written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- E. Upon condemnation of any material portion of the services, equipment or facilities used by the Company to provide service to the Customer or if a casualty renders all or any material portion of such services, equipment or facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- F. Upon any governmental prohibition or requirement, alteration of the services to be provided or any violation of an applicable law or regulation, the Company may with or without prior written notice discontinue service without incurring any liability.



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2. GENERAL REGULATIONS

2.6 Cancellation, Discontinuance and Changes (continued)

2.6.3 Temporary Suspension of Service

Upon request, a Customer may arrange for the temporary suspension of service. Suspension of service is available on a subscriber's complete service or on such portion thereof as can be suspended. Arrangements for a temporary suspension of service will be handled on an individual case basis.

A suspension period shall not be less than one month nor exceed six months in duration. Only one suspension shall be granted in any 12 month period.

2.6.4 Changes in Service

If the Customer makes or requests material changes in circuit engineering, equipment or facility specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, Customer charges shall be adjusted accordingly.

2.6.5 Restoral of Service

When a Customer's service has been disconnected in accordance with this tariff and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

If any Customer's service is restored after having been disconnected in accordance with this tariff but a Company service order to terminate such service has not been completed when such service is restored, the Customer may be required to pay a restoral of service charge.

If a service has been suspended or discontinued for nonpayment, service will be re-established upon receipt of all charges due, which includes charges for services and facilities during the period of suspension and which may include a service restoral fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order or certified check. If such payment is made by personal check, restoral of service will be affected upon bank clearance of the check.



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2. GENERAL REGULATIONS

2.6 Cancellation, Discontinuance and Changes (continued)

2.6.6 Charge Increases

AT&T reserves the right to increase charges for Services provided to the customer as a result of (i) expenses incurred by AT&T reasonably relating to regulatory assessments stemming from an order, rule or regulation of any regulatory authority or court having competent jurisdiction; (ii) other governmental charges or fees; (iii) charges or payment obligations imposed on AT&T related to termination of domestic or international calls to mobile numbers; or (iv) reductions in amounts other carriers are required to pay to AT&T or increases in the amount AT&T is required to pay to other carriers. In the event AT&T exercises its right under this provision, customers receiving service in conjunction with a term agreement may cancel the remaining term without penalty.



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2. GENERAL REGULATIONS

2.7 Assignment or Transfer of Service

The Customer may not assign or transfer its rights or duties in connection with the services and equipment or facilities provided by the Company without the written consent of the Company. The Company may assign its rights and duties without prior notice or consent (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.



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2. GENERAL REGULATIONS

2.8 Notices and Communications

All notices or other communications required to be given pursuant to this tariff will be in writing except where notice is provided in this tariff. 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 placement of the notice, communication, or bill with the U.S. Mail or a private delivery service, postage prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, billing or other communications.



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2. GENERAL REGULATIONS

2.9 Provision for Certain Local Taxes and Fees

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar fees or taxes, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, to the rates and charges stated in the Company's standard schedules, in amounts which in the aggregate for the Company's Customers of any political entity shall be equal to the amount of any such fee or tax upon the Company. The Company shall, so long as any such tax or fee is in effect, add to the bills of the Customers in such political entity pro rata on the basis of the revenue derived by Company from each such Customer, an amount sufficient to recover any such tax or fee and may list this amount separately on the bill.



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2. GENERAL REGULATIONS

2.10 Definitions

Commercial Service (Business)

Service is classified and charged for as Commercial Service where the use is primarily or substantially of a business, professional, institutional or occupational nature, or where a business directory listing is furnished.

Customer

The person or legal entity that subscribes to service under this tariff and is responsible for payment of tariffed charges for services furnished to that Customer.

Customer Premises

A Customer premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on continuous property.

Demarcation Point

The point at which common carriers terminate communications cabling in a building.

Exchange Area

An Exchange Area is a geographical area served by a Rate Center.

The Company concurs with the Incumbent Local Exchange Carriers' exchange areas and exchange maps listed in their respective Local Exchange Tariffs which are on file.



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2. GENERAL REGULATIONS

2.10 Definitions (continued)

Local Automatic Number Identification (LANI)

A geographically significant 10-digit number that must be assigned to each customer location carrying AT&T Digital Link traffic for routing, billing and identification purposes. Where 911 service is available with Digital Link facilities, the LANI will be the telephone number of the calling party that is forwarded to the Public Safety Answering Point (PSAP).

Unless it otherwise agrees, the Company will use the Customer's Main Listed Number (MLN) as the Customer's LANI.

The Customer may propose that an alternative number, other than its MLN, be used as its LANI. The Company in its sole discretion may choose to use this alternative number so long as the alternative meets all applicable legal and regulatory requirements at the time that it is proposed and at all times after it is implemented. The Company reserves the right to revert to the use of the Customer's MLN for the Customer's LANI if, at any time, the alternative number provided by the Customer is determined not to comply with applicable legal or regulatory requirements.

Local Exchange Service

A service which permits calling to stations in the Customer's local service area.

Local Service Area

A Local Service Area is the region, comprised of one or more complete Exchange Area(s), within which a Customer can call another station at the rates and charges as specified in this tariff.

Rate Center

A specified geographical location used for determining mileage measurements. A list of the applicable rate centers is set forth in AT&T's Business Service Guide.

Resale

Resale is the reselling by a Customer of the Company service, facilities or equipment to others for a profit. A reseller is a Commercial Service Customer who is subject to the applicable rules and regulations of (1) the Communications Act of 1934, as amended, and the Federal Communications Commission and/or (2) the Code of Kentucky State Regulations.



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2. GENERAL REGULATIONS

2.11 Resale of Services and Equipment

All Company Local Exchange Services are available for resale unless otherwise specifically indicated.

Customers, who subscribe to Local Exchange Service and resell this service to others, shall be the Customer of Record. The Customer of Record shall be responsible for complying with all laws and regulations of the State of Kentucky which relate in any way to the Customer of Record's provision of local telephone service, including, but not limited to, laws and regulations regarding consumer protection, billing and collection practices, tariffing obligations, and the payment of applicable taxes.

The Company will bill the Customer of Record who is at all times responsible for payment of the full amount of all charges incurred. The Company is not responsible for the allocation of usage or charges for resold services. The Customer of Record is responsible for allocating charges to its end-users.

The Company will communicate with the Customer of Record with respect to ordering, provisioning, maintenance, repair, billing, collection, and other matters related to Local Exchange Services. The Company has no obligation to provide notice to, or communicate with the Customer of Record's end-users.

With respect to resold services, applications for service as well as requests for additions, rearrangements or discontinuances of service will be accepted only from the Customer of Record.

In connection with the marketing of its services, the Customer of Record may not directly or indirectly (1) use the Company's trade names, trademarks, service marks, registered marks or other indicia of origin (or confusingly similar names, marks, or other indicia) in a manner that may cause third parties (including the Customer of Record's end-users) to believe that service provided by the Customer of Record is the Company's service; or (2) use the Company's corporate logos, or trade dress (or confusingly similar logos or trade dress).

The furnishing of special arrangements to resellers is subject to the regulations set forth in Section 4 of this tariff.



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2. GENERAL REGULATIONS

2.11 Resale of Services and Equipment (continued)

If a Customer (or any reseller or intermediary in the sales chain between the Customer and an end user) fails to comply with Section 2.3.1.D. (Use of AT&T Marks), preceding, the Company may, on written notification to the Customer, immediately deny requests for additional service and/or restrict service to the non-complying Customer. If the non-compliance is not cured to AT&T's reasonable satisfaction within 30 days after the date of notification, the Company may discontinue the service upon five days prior written notice to the Customer (such cure may require, among other things, corrective communications with end users, in addition to cessation of the non-complying use of AT&T's Marks). The Company may pursue any other available remedies with respect to the conduct that constitutes the non-compliance.



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2. GENERAL REGULATIONS

2.12 Emergency Number Service (911 and E911)

2.12.1 Definitions

Automatic Location Identification (ALI) - an E911 feature that provides the name or address or both associated with the calling party's telephone number (identified by ANI as defined below) to the PSAP for display. Additional telephones with the same number as the calling party's (e.g. secondary locations, off-premise extensions) are generally identified with the address of the telephone number at the main location.

Automatic Number Identification (ANI) - provides for the telephone number of the calling party to be forwarded to the PSAP.

Emergency Service Number (ESN) - an ESN is a Selective Routing (SR) code assigned to each telephone number in an exchange where SR is provided to route E911 calls to an appropriate PSAP. The ESN defines the set of emergency services (e.g., police, fire, PSAP and medical) within a particular serving area. An ESN is associated with a primary possibly one or more secondary PSAPs.

911 Service Area - the geographic area in which a particular PSAP will respond to all 911 calls and dispatch appropriate emergency assistance.

Public Safety Answering Point (PSAP) - a communications facility operated or answered on a 24-hour basis, assigned responsibility by a public agency or county to receive 911 calls and, as appropriate, to directly dispatch emergency response services, or to transfer or relay emergency 911 calls to other public safety agencies. It is the first point of reception by a public safety agency of a 911 call, and serves the jurisdictions in which it is located and other participating jurisdictions, if any.

Universal Emergency Number Service - a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) serving the Customer's location may receive telephone calls dialed to the telephone number "911". The 911 Service includes lines and equipment necessary for transferring and dispatching public emergency telephone calls originated by persons within the telephone central offices areas arranged for 911 calling.



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2. GENERAL REGULATIONS

2.12 Emergency Number Service (911 and E911) (continued)

2.12.2 Service Description

- A. This tariff provides for Emergency Number Service (911 Service), which is an arrangement of Company Central Office and trunking facilities whereby a user who dials the telephone number "911" will reach the emergency report center for the telephone from which the number is dialed or may be routed to an operator if all lines to an emergency report center are busy. The telephone user who dials the 911 number will not be charged for the call.
- B. Both 911 and E911 service are only available from Company switching facilities (where available) and via Company services that are equipped to provide and that do provide 911 or E911 service. The Company shall provide to the PSAP only such name, address and telephone number information as the Customer shall provide to the Company, and for any 911 or E911 call, the Company shall only pass to the PSAP such information, including ALI and/or ANI data, as the Customer's facilities, network or station equipment shall make properly available to the Company's network and equipment for transmission to the PSAP.
- C. Universal Emergency Number Service (911) is a telephone exchange communicationservice whereby a Public Safety Answering Point (PSAP) serving the Customer's location may receive telephone calls dialed to the telephone number "911" from service users within a 911 service district.
- D. Two types of 911 services are offered: Basic 911 (911) and Enhanced 911 Service (E911).
 1. Basic 911 Service: provides for routing all 911 calls originated by telephones having telephone numbers beginning with a given central office prefix code or codes to a single PSAP equipped to receive those calls.
 2. Enhanced 911 Service provides additional features, such as selective routing of 911 calls to a specific PSAP and Automatic Number Identification.
- E. The 911 calling party waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, address and name associated with the originating access line location are furnished to the PSAP.



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2. GENERAL REGULATIONS

2.12 Emergency Number Service (911 and E911) (continued)

2.12.3 Emergency Telephone Service Charge

- A. The Company may assess Customers a fee, on a recurring basis, non-recurring basis, or both, to recover the costs incurred by the Company for providing 911 service, and may, where required or permitted, also assess and remit appropriate surcharges or other amounts payable to public or other agencies that provide 911 services.
- B. Because the Company's serving boundaries may not coincide with political subdivisions and 911 service district boundaries, the Company may assess standard fees and surcharges upon all service users served by a central office providing 911 service.



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2. GENERAL REGULATIONS

2.12 Emergency Number Service (911 and E911) (continued)

2.12.4 Rules, Regulations and Terms and Conditions

- A. The Company will not provide both Basic 911 and Enhanced 911 Service within a given central office (switching entity).
- B. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the service users to have the ability to access the PSAP.
- C. The services provided pursuant to this tariff do not include the monitoring of facilities to discover errors, defects and malfunctions in 911 or E911 services, facilities, or operations, nor does the Company undertake such responsibility. The Customer shall be responsible for making such operational tests as, in the judgement of the Customer, are required to determine whether 911 and E911 calls are functioning properly for its use. The Customer shall promptly notify the Company in the event the system is not functioning properly.
- D. The Company's liability to the Customer, to any party dialing 911 using the Customer's facilities, or to any other party or persons, for any loss or damage arising from errors, interruptions, omissions, delays, defects, failures, or real functions of this service or any part thereof, whether caused by the negligence of the Company or otherwise, shall not exceed the amount equivalent to the pro-rate charges for the service affected during the period of time that the service was fully or partially inoperative. These limited damages shall be in addition to any credits which may be given for an out-of-service condition. This limitation of liability shall be in addition to any other limitations contained elsewhere in this tariff.



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2.12 Emergency Number Service (911 and E911) (continued)

2.12.4 Rules, Regulations and Terms and Conditions (continued)

- E. The Customer agrees to release, indemnify, defend, and hold harmless the Company from any all claims, suits, proceedings, expenses, losses, liabilities, or damages ("Claims") by any party or parties arising out of the use or attempted use of the Customer's services for purposes of placing 911 or E911 calls, including (a) Claims of infringement or invasion of the right of privacy or confidentiality of any person or persons; (b) all other Claims arising out of any act or omission of Customer or any user of the Customer's services, 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 911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, 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 911 service hereunder. Customer agrees to defend Company against any such Claims and to pay, without limitation, all litigation costs, reasonable attorney's fees and court costs, settlement payments, and any damages awarded or resulting any such Claims.



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2. GENERAL REGULATIONS

2.13 Telecommunications Relay Service (TRS) and Telecommunications
Access Program (TAP)

Monthly maintenance surcharges will be assessed on all business local exchange access lines or other arrangements to recover the costs associated with the provision and operation of the Telecommunications Relay Service (TRS) and Telecommunications Access Program (TAP). The rates charged will be the rates authorized by the Kentucky Public Service Commission.



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2. GENERAL REGULATIONS

2.14 DUPLICATE BILL CHARGES

2.14.1 General

Subject to Company retention policies, availability of the bill(s), and ability of the Company to retrieve the bill(s), a customer may request a paper copy of their bill(s). A Duplicate Bill Charge may apply upon a customer's request for duplicate copies of their telephone bill(s) in accordance with the charges specified following, unless stipulated differently in the customer's contract. This service will be available where billing and technology exist.

The Duplicate Bill Charge, as defined below, will not be applied in the following instances:

- a. When a customer is currently subscribing to a service to receive additional copies of their bills;
- b. When customers request a copy of the bill because of non-receipt of an initial bill after new connect, transfer or change of address orders;
- c. When customers have not received a bill due to Company error in the address of the bill;
- d. When a customer requests a copy of the current month bill or final bill;

2.14.2 Rates and Charges

Duplicate Bill Charge, mailed via standard US mail only:

Per bill copy charge \$5.00

2.14.3 Liability

With respect to any claim or suit, by a customer or any others, for damages arising from delays, errors or omissions, or the failure to provide bill copies, Company's liability, if any, shall not exceed the amount paid for the service.



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3. LOCAL SERVICE AREAS

3.1 General

An exchange area serves a particular geographical area that the Company designates within the boundaries of Kentucky for the purpose of providing local exchange service for that area in which it is furnished.

The Company offers Local Exchange Service within the State of Kentucky and concurs in the exchange areas and exchange maps filed by the Incumbent Local Exchange Carriers.

3.2 AT&T Local Exchange Services Area

The AT&T Local Exchange Services Area concurs with the Incumbent Local Exchange Companies' exchange areas and exchange maps.



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4. SPECIAL ARRANGEMENTS

4.1 Contract Service Arrangements

Customer specific contract service arrangements may be furnished in lieu of existing tariff offerings where necessary to meet individual Customer needs.

Rates, Charges, Terms and additional regulations, if applicable, for the contract service arrangements will be developed on an individual case basis.

Unless otherwise specified, the regulations for contract service arrangements are in addition to the applicable regulations and rates specified in other sections of this Tariff.

4.2 Promotional Offerings

The Company may offer special promotions of new or existing services. These promotions will be offered on a non-discriminatory basis with each subscriber in the classification of service and area for which the promotion is offered having an equal opportunity to participate, subject to the availability of services, equipment and facilities.

4.3 Market Trials

Optional services may be offered periodically on a trial basis by the Company for marketing and/or technical purposes. These trials shall be for the purpose of evaluating, in an operating environment, the performance and pricing of the specific service in conjunction with other marketing and environmental factors that can influence customer demand.

Marketing and/or technical trials shall be governed by the regulations set forth in this section of the tariff. Trial services shall be provided for a test period of not less than one month nor more than twelve months.



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