

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

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PUBLIC SERVICE
COMMISSION

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COMMISSION~~

In the Matter of:

AN INQUIRY INTO LIMITATIONS)
OF USE FOR TARIFFED SERVICES)
DESIGNATED OR OTHERWISE)
REFERRED TO AS UNLIMITED)

ADMINISTRATIVE
CASE NO. 2005-00186

RESPONSE TO THE DATA REQUESTS
SUBMITTED BY THE KENTUCKY ATTORNEY GENERAL

In compliance with the Order in the above-styled Case dated June 22, 2005, requesting information with regard to any plan(s) described, named or marketed as “unlimited”, Lightyear Network Solutions, LLC (“Lightyear”) hereby submits their responses.

1. Please provide copies of all advertisements, regardless of medium, solicitations, and explanations provided to the public to introduce, explain and/or market any plan labeled or otherwise described as “unlimited.” In the event that the medium used is audio or video in nature, a transcript of same is deemed sufficient.

RESPONSE: *Lightyear has no advertisements to provide.*

2. Please provide a copy of any and all contracts signed by customers who have participate or are participating in a plan labeled or otherwise described as “unlimited.” This request seeks only a copy of the blank contract(s), not the executed contract for every customer.

RESPONSE: *Please see attached marked Exhibit 1 and 2.*

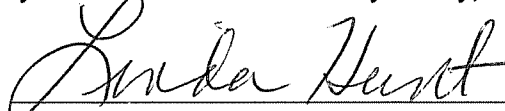
Respectfully submitted,



Linda Hunt
Director of Legal and Regulatory Affairs
Lightyear Network Solutions, LLC
1901 Eastpoint Parkway
Louisville, Kentucky 40223
502-244-6666 Ext. 1019

CERTIFICATE OF SERVICE

I hereby certify that five copies of the above were mailed to the Kentucky Public Service Commission, and mailed to the Kentucky Attorney General's office this 22nd day of July, 2005.



Linda Hunt

STEP 1: LIGHTYEARHOME CALLING PLANS

\$49.99/Mo. Opportunity Plan*

- Local and Long Distance Phone Service
- Unlimited Local Calls
- Unlimited 1+Long Distance Domestic Calls (International calls billed separately Rates vary.)
- Call Forwarding Variable
- Call Return
- Call Waiting Deluxe
- Deluxe Caller ID
- Repeat Dialing
- Three Way Calling

\$29.99/Mo. Starter Plan*

Includes all Opportunity Plan features *except* Unlimited Long Distance. Select Long Distance Rate Plan:

Interstate Rate Plan	START49
Intrastate Rate Plan	START
International Rate Plan	

Wire Protection Service is required on all local customers. An additional monthly fee of \$1.99* per account will be charged.

You may currently have some features that will not be provided with your Lightyear local service. Check here if you simply want to maintain all your current local services and features when you switch your service to Lightyear. Prices for available features are listed below.

Note: "Per Use" events such as directory assistance, "star" () features, taxes and fees are excluded from both monthly calling plans. International calls are not included and are billed at varying rates on a per-minute basis.*

New Service Installation

I hereby accept the one time charge of \$99.99 per line as required for new service installations. Should issues arise during the installation process, I can be reached at the following number: _____

**Please ensure that you complete the Social Security Number field found in Step #3. It is required for all new service installations.*

STEP 2: SERVICE AND FEATURES

Customers have the option of choosing other local features or services at an additional monthly fee including:

Services (Prices are per-month):

- Basic Voicemail (\$6.95)
- Second Line (\$24.99)
- New Line / Move Installation Charge (\$99.99)

Features (Prices are per-month):

- Additional Listing (\$2.00)
- Call Block (\$4.00)
- Call Forward Busy (\$1.00)
- Call Forward No Answer (\$1.00)
- Call Selector (\$4.00)
- Call Trace (\$4.00)
- Distinctive Ring (\$2.95)
- Non-published Listing (\$2.50)
- Non-listed Listing (\$1.75)
- Preferred Call Forwarding (\$4.00)
- PrivacyID (\$5.95)
- Speed Dial 30 (\$4.00)
- Speed Dial 8 (\$3.00)
- Wire Protection (\$1.99)

** Does not include taxes and regulatory fees.*

STEP 3: BILLING ADDRESS

(List name and address as it appears on your current phone bill)

First Name	MI	Last Name
Street Address / PO Box		Ste./Apt.#
City	State	Zip
Contact Phone	Work Phone	
e-mail Address		
Social Security Number		Date of Birth

STEP 4: ACCOUNT INFORMATION

Primary Phone Number
Secondary Phone Number
Third Phone Number
Current Local Service Provider
Special Instructions: <input type="checkbox"/> Check only to exclude IntraLATA Service
<input type="checkbox"/> Check if you are requesting new service and had no prior service at location.

STEP 5: SIGN TERMS AND CONDITIONS

The undersigned hereby agrees to the terms and conditions of this agreement for new service, including those listed on the reverse. I acknowledge that this agreement for new service is subject to approval by Lightyear Network Solutions, LLC ("Lightyear"). I hereby authorize Lightyear to verify all listed information for credit purposes. I understand that all services I select pursuant to this agreement shall be provided by Lightyear.

I hereby appoint Lightyear as my primary long distance and local carrier for equal access service including interstate, intrastate and international service as well as intralata, unless I have indicated otherwise in the "special instructions" section of this agreement for service. I appoint Lightyear to act as my agent in order to effectuate the charge(s) and authorize it to handle on my behalf all arrangements, including ordering, changing and/or maintaining my service. I understand that my local telephone company may assess me a charge for any change in service. I understand that only one long distance carrier may be designated as my primary interstate carrier for any one telephone number, but that I may have the ability (depending on my location) to select separate long distance carrier for other types of service.

I represent that I am the subscriber for the telephone number(s) listed herein and/or have the authority to change local and long distance carriers. This agreement and the services provided hereunder are subject to Lightyear tariffs in effect from time to time. Some restrictions may apply. For Lightyear Customer Service, call 1-877-295-4200.

Authorized Customer Signature	Date
Print Customer Name	

SERVICE PROVIDED BY



Mail to: Lightyear Order Processing
1901 Eastpoint Pkwy
Louisville, KY 40223
Fax to: 1-502-244-4810

For Lightyear Office Use: Agent Name/##: _____
Associate ID#: _____

TERMS AND CONDITIONS

Customer agrees to pay for, and Lightyear Network Solutions, LLC ("Lightyear") agrees to provide, local and long distance service ("Services") for residential purposes only pursuant to the following:

1. BILLING: Services are provided and invoices are issued on a monthly basis. Invoices shall be payable in full thirty (30) days from the date the invoice is rendered except for amounts that are agreed to by Lightyear as valid disputes of Customer. Customer is responsible for paying entire billing invoice excluding disputed charges that have been identified in writing to Lightyear.

Customer shall notify Lightyear within 15 days of receipt of billing invoice of any dispute with regard to the invoice, or said invoice shall be deemed to be correct and binding.

Interest on all unpaid balance at the lesser of 1.5% per month or the highest lawful rate may be applied to the outstanding balance until paid in full and current. In addition, invoices not paid by the due date will not be eligible for any volume and term discounts which may otherwise be available, and Customer may be disconnected.

2. SERVICES AND RATES: Lightyear may revise the rates for services from time to time without prior notice to reflect changes in its service charges and tariffs.

After the first 3,000 monthly minutes per line of direct-dialed, long distance voice calling, Lightyear will evaluate whether it can continue to provide the Service to the Customer. If Lightyear determines that it is unable to continue to provide the Service to the Customer, Lightyear will provide written notification that the Customer's service plan is being terminated and an alternative plan will be offered.

Lightyear may from time to time move a Customer to a different service plan if usage or other criteria are not met for the plan to which the Customer has subscribed or is presently enrolled. Lightyear may require, at any time, a deposit based on estimated usage.

3. CARRIER FREEZE: Customers may choose to apply a PIC freeze, LPIC freeze and/or local freeze to their account to prevent the unauthorized switching of long distance, intraLATA and/or local service by another carrier (a practice known as slamming). Customers must specifically request a freeze for each Service; it is not done automatically. By checking this option, your long distance, intraLATA and/or local carrier selection will not be switched without your verbal or written authorization. The steps to implement this freeze is in addition to the FCC's verification rules for changing subscribers preferred carrier selections. Once the freeze is implemented, you will be unable to make a change in carrier selection unless you lift the freeze.

To lift a carrier freeze from your account, please call 1-800-732-5102.

4. INTRALATA: IntraLATA phone calls go beyond your local calling area, but remain within the region where the call originates. Depending on your location, you may have the opportunity to choose between a local service provider and a long distance carrier for your intraLATA phone service.

5. LIABILITY: Customer acknowledges that Lightyear is not liable to Customer or any third party for calls not completed due to natural disaster, fire, accidents or circumstances beyond its control.

The Customer acknowledges responsibility for all costs, charges, and expenses that are incurred as a result of the loss, theft, misuse or abuse of the service or calling cards acquired from Lightyear, including all actual and consequential damages.

Lightyear is not liable for any act or omission of any other company or companies furnishing a portion of any service to Customer and shall be indemnified and held harmless by the Customer against all claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade-name, or service mark arising out of the material, data, information, or other content transmitted over Lightyear's carrier's facilities.

The liability of Lightyear for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Agreement shall not exceed an amount equivalent to the

proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs. Lightyear is not liable for any acts or claims made by independent authorized Agents (or any representatives of such Agents) unless they are expressly approved by an officer of Lightyear in writing or contained in a document provided by Lightyear to the Agent or Customer. Lightyear shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this Agreement, if caused by any person or entity other than Lightyear, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond Lightyear's direct control.

UNLESS PROHIBITED UNDER APPLICABLE LAW, Lightyear MAKES NO WARRANTIES EXPRESS OR IMPLIED, EXCEPT AS STATED IN THIS AGREEMENT. Lightyear's LIABILITY TO CUSTOMER SHALL BE LIMITED AS SET FORTH IN ITS TARIFF AND THIS AGREEMENT.

6. TERMINATION: This Agreement may be terminated by Customer after 30 days written notice. In the event Customer has signed a term agreement, Customer may be liable to Lightyear for certain damages for early termination. Termination, to be effective, requires payment in full of all outstanding charges and 30 days written notice to the designated address. The Customer shall not receive a refund or credit for any unused portion of any month in which they leave Lightyear's service.

7. CANCELLATION: Lightyear may discontinue service or cancel an Application for Service without notice (other than as required by law) without incurring any liability for any of the following reasons:

- a. Non-payment of any sum due to Lightyear for service;
- b. A violation of any law, rule or regulation of any governing authority having jurisdiction over the service;
- c. By order of a court or other governmental or quasi-governmental authority having such jurisdiction;
- d. In the event service charges exceed the amount of any deposit that Lightyear may have required; and/or
- e. The Customer provides false or misleading credit or usage information.
- f. The Customer uses the Services for non-residential purposes.
- g. The Customer uses the Services to continuously access the Internet.
- h. The Customer resells the Services in any way to another person, persons or entity or entities.

8. MISCELLANEOUS: To the extent permitted by law and applicable tariffs, the Agreement shall be governed by and construed in accordance with the substantive and procedural laws and practices of the State of Kentucky but not its conflict laws, and venue of any action or suit under this Agreement shall be in any Court servicing Jefferson County Kentucky, and Customer shall be subject to the personal jurisdiction of the State of Kentucky. If a dispute arises and Lightyear refers the Agreement to an attorney for collection, Customer agrees to pay all costs of collection including interest, court costs, fees, and reasonable attorneys' fees.

Although if necessary Lightyear will assist Customer in obtaining the necessary facilities from the local telephone company by which to use Lightyear service, Customer is responsible for such activity and is liable for any and all charges incurred therefore.

If a Customer has undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in toll free service to another carrier (i.e. "porting" of the toll free number), including a request for a Responsible Organization (RespOrg), until such charges are paid full.

9. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement and understanding between Customer and Lightyear.

10. TARIFFS: This Agreement and the services provided hereunder are subject to Lightyear's tariffs in effect from time to time.

Initials: _____

BIZUNLIMITED CALLING PLAN

\$54.99 per month, per line*

- Local and Long Distance Phone Service
- Unlimited Local Calls
- Unlimited 1+ Long Distance Domestic Calls (International calls billed separately. Rates vary)
- Caller ID Deluxe
- Call Waiting Deluxe
- Hunting
 - Please check here if you have Hunting
- Speed Dial 8
- Call Forward Variable

BIZVALUE CALLING PLAN

\$27.00 per month, per line*

- Local Phone Service
- Unlimited Local Calls
- Caller ID Deluxe
- Call Waiting Deluxe
- Hunting
 - Please check here if you have Hunting
- Speed Dial 8
- Call Forward Variable
- Do you choose Lightyear for your long distance service? Yes No
 - Interstate _____
 - Intrastate _____
 - International _____

Carrier Freeze preventing unauthorized changes to service:
 Local IntraLATA Long Distance

Wire Protection Service is required on all local customers. An additional monthly fee of \$1.99 per account will be charged.**

I acknowledge some features that are provided with my current phone service provider may not be available with my new LightyearBiz phone service. Additionally, those services that are included with LightyearBiz are not transferable if the features were not included on my current phone service. Hunting is incompatible on the same line with Call Waiting and DSL service. Voicemail is available on existing hunt groups sequentially as long as voicemail is on the last line.

Directory assistance, "star" (*) features, taxes and fees are not included in both the monthly calling plan prices. International calls are not included and are billed at varying rates on a per-minute basis.

New Service Installation
 I hereby accept the one time charge of \$49.99 per line as required for new service installations. Should issues arise during the installation process, I can be reached at the following number: _____

*Please ensure that you complete the Social Security Number field found below. It is required for all new service installations.
 **Does not include taxes and regulatory fees.

SERVICE ADDRESS

(List name and address as it appears on your current phone bill)

Company Name _____

First Name _____ MI _____ Last Name _____

Street Address / PO Box _____ Ste./Apt.# _____

City _____ State _____ Zip _____

Contact Phone _____ E-mail Address _____

BILLING ADDRESS

(If billing address differs from service address please fill in below)

Street Address / PO Box _____ Ste./Apt.# _____

City _____ State _____ Zip _____

Tax ID #/SSN # _____

Tax Exempt Please attach Tax Exempt forms

Account Information and additional features

Customer must transfer all their local and long distance lines at each location where BizUnlimited service is offered. Customers have the option of choosing other local features or services listed below. Additional charges may apply to some features.

Primary Phone Number _____ BizUnlimited BizValue

Features:

- Basic Voice Mail (\$7.95)
- Additional Listing (\$2.00)
- Anon. Call Rejection (Free)
- Call Block (Free)
- Call Forward Busy**
- Call Fwd No Answer**
- Call Return (Free)
- Call Selector (Free)
- Call Trace (Free)
- Distinctive Ring (Free)
- Non-published Listing (\$2.50)
- Non-listed Listing (\$1.75)
- Repeat Dialing (Free)
- Speed Dial 30 (Free)
- Three Way Calling (Free)

Secondary Phone Number _____ BizUnlimited BizValue

Features:

- Basic Voice Mail (\$7.95)
- Additional Listing (\$2.00)
- Anon. Call Rejection (Free)
- Call Block (Free)
- Call Forward Busy**
- Call Fwd No Answer**
- Call Return (Free)
- Call Selector (Free)
- Call Trace (Free)
- Distinctive Ring (Free)
- Non-published Listing (\$2.50)
- Non-listed Listing (\$1.75)
- Repeat Dialing (Free)
- Speed Dial 30 (Free)
- Three Way Calling (Free)

Third Phone Number _____ BizUnlimited BizValue

Features:

- Basic Voice Mail (\$7.95)
- Additional Listing (\$2.00)
- Anon. Call Rejection (Free)
- Call Block (Free)
- Call Forward Busy**
- Call Fwd No Answer**
- Call Return (Free)
- Call Selector (Free)
- Call Trace (Free)
- Distinctive Ring (Free)
- Non-published Listing (\$2.50)
- Non-listed Listing (\$1.75)
- Repeat Dialing (Free)
- Speed Dial 30 (Free)
- Three Way Calling (Free)

Fourth Phone Number _____ BizUnlimited BizValue

Features:

- Basic Voice Mail (\$7.95)
- Additional Listing (\$2.00)
- Anon. Call Rejection (Free)
- Call Block (Free)
- Call Forward Busy**
- Call Fwd No Answer**
- Call Return (Free)
- Call Selector (Free)
- Call Trace (Free)
- Distinctive Ring (Free)
- Non-published Listing (\$2.50)
- Non-listed Listing (\$1.75)
- Repeat Dialing (Free)
- Speed Dial 30 (Free)
- Three Way Calling (Free)

*Message notification is available to pagers and mobile phones (Stutter tone and/or message indicator light not available.)

Special Instructions: Check only to exclude IntraLATA Service

TERMS AND CONDITIONS

The undersigned hereby agrees to the terms and conditions of this agreement for new service, including those found on page 2 of this Agreement, on Lightyear's website at www.lightyearcom.com, and included in Lightyear's Welcome Guide. I acknowledge that this agreement for new service is subject to approval by Lightyear Network Solutions, LLC. ("Lightyear"). I hereby authorize Lightyear to verify all listed information for credit purposes. I understand that all services I select pursuant to this agreement shall be provided by Lightyear.

I hereby appoint Lightyear as my primary long distance and local carrier for equal access service including interstate, intrastate and international service as well as intralata, unless I have indicated otherwise in the "Special Instructions" section of this agreement for service. I appoint Lightyear to act as my agent in order to effectuate the charge(s) and authorize it to handle on my behalf all arrangements, including ordering, changing and/or maintaining my service. I understand that my local telephone company may assess me a charge for any change in service. I understand that only one long distance carrier may be designated as my primary interstate carrier for any one telephone number, but that I may have the ability (depending on my location) to select separate long distance carrier for other types of service.

I represent that I am the subscriber for the telephone number(s) listed herein and/or have the authority to change local and long distance carriers. This agreement and the services provided hereunder are subject to Lightyear tariffs in effect from time to time. Some restrictions may apply.

Authorized Customer Signature _____ Date _____

Print Customer Name _____ Title/Position _____

SERVICE PROVIDED BY

LIGHTYEAR®



Mail to: Lightyear Order Processing

1901 Eastpoint Pkwy
Louisville, KY 40223

Fax to: 1-502-244-4810

For Lightyear Office Use:

Agent Name#:

Agent Contact #:

Associate ID#:

TERMS AND CONDITIONS

Customer agrees to pay for, and Lightyear Network Solutions, LLC. ("Lightyear") agrees to provide, local and long distance service ("Services") pursuant to the following:

1. BILLING: Services are provided and invoices are issued on a monthly basis. Invoices shall be payable in full thirty (30) days from the date the invoice is rendered except for amounts that are agreed to by Lightyear as valid disputes of Customer. Customer is responsible for paying entire billing invoice excluding disputed charges that have been identified in writing to Lightyear.

Customer shall notify Lightyear within thirty (30) days of receipt of billing invoice of any dispute with regard to the invoice, or the invoice shall be deemed to be correct and binding.

Interest on all unpaid balance at the lesser of 1.5% per month or the highest lawful rate may be applied to the outstanding balance until paid in full and current. In addition, invoices not paid by the due date will not be eligible for any volume and term discounts which may otherwise be available, and the Customer may be disconnected.

Customer shall receive a one-time credit for the amount of the local line charge for each local line that remains on the Lightyear BizValue Plan for 12 consecutive months from the date the line becomes active with Lightyear. The Customer must have paid all invoices when due during that 12 month period in order to qualify for the credit. The credit does not apply to long distance charges, international calls, voicemail and other features, directory assistance, taxes and regulatory fees.

2. SERVICES AND RATES: Lightyear may revise the rates for services from time to time without prior notice to reflect changes in its service charges and tariffs.

After the first 3,000 monthly minutes per line of direct-dialed, long distance voice calling, Lightyear will evaluate whether it can continue to provide the Service to the Customer. If Lightyear determines that it is unable to continue to provide the Service to the Customer, Lightyear will provide written notification that the Customer's service plan is being terminated and an alternative plan will be offered.

Lightyear may from time to time move a Customer to a different service plan if usage or other criteria are not met for the plan to which the Customer has subscribed or is presently enrolled. Lightyear may require, at any time, a deposit based on estimated usage.

3. SATISFACTION GUARANTEE: During the first ninety (90) days after the date of this Agreement, the Customer may cancel this Agreement for any reason without any penalty for early termination.

4. CARRIER FREEZE: Customers may choose to apply a PIC freeze, LPIC freeze and/or local freeze to their account to prevent the unauthorized switching of long distance, intraLATA and/or local service by another carrier (a practice known as slamming). Customers must specifically request a freeze for each Service; it is not done automatically. If you choose to select this carrier freeze, your long distance, intraLATA and/or local carrier selection will not be switched without your verbal or written authorization. Customer may lift the Carrier Freeze by either calling or writing to Lightyear. The steps to implement this freeze is in addition to the FCC's verification rules for changing a subscriber's preferred carrier selections. Once the freeze is implemented, you will be unable to make a change in carrier selection unless you lift the freeze.

To lift a carrier freeze from your account, please call 1-800-732-5102.

5. INTRALATA: IntraLATA phone calls go beyond your local calling area, but remain within the region where the call originates. Depending on your location, you may have the opportunity to choose between a local service provider and a long distance carrier for your intraLATA phone service.

6. LIABILITY: Customer acknowledges that Lightyear is not liable to Customer or any third party for calls not completed due to natural disaster, fire, accidents or circumstances beyond its control.

The Customer acknowledges responsibility for all costs, charges, and expenses that are incurred as a result of the loss, theft, misuse or abuse of the service or calling cards acquired from Lightyear, including all actual and consequential damages.

Lightyear is not liable for any act or omission of any other company or companies furnishing a portion of any service to Customer and shall be indemnified and held harmless by the Customer against all claims for libel, slander, infringement of copyright or unauthorized use of any trademark, tradename, or service mark arising out of the material, data, information, or other content transmitted over Lightyear's carrier's facilities.

Lightyear is not liable for any acts or claims made by independent authorized Agents (or any representatives of such Agents) unless they are expressly approved by an officer of Lightyear in writing or contained in a document provided by Lightyear to the Agent or Customer.

The liability of Lightyear for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Agreement shall not exceed

an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs. Lightyear shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this Agreement, if caused by any person or entity other than Lightyear, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond Lightyear's direct control.

UNLESS PROHIBITED UNDER APPLICABLE LAW, LIGHTYEAR MAKES NO WARRANTIES EXPRESS OR IMPLIED, EXCEPT AS STATED IN THIS AGREEMENT. LIGHTYEAR'S LIABILITY TO CUSTOMER SHALL BE LIMITED AS SET FORTH IN ITS TARIFF AND THIS AGREEMENT.

7. TERM OF AGREEMENT:

- Length of Term:** Lightyear shall provide Service and the Customer agrees to pay for Service for a period of one (1) year from the date the Service becomes active. Upon expiration, the term shall be extended automatically on a month-to-month basis, unless and until either party gives the other no less than thirty (30) days' prior written notice of termination.
- Cancellation Charge:** In the event the Customer cancels or terminates this agreement prior to the expiration of the then-current term (if any), Customer agrees to pay Lightyear a cancellation fee equal to \$150.00 per line.
- Replacement of Current Agreements:** This Agreement can be superceded with a subsequent term or volume agreement with Lightyear that is at least greater than the term or volume of the current agreement and covers the same Customer locations as in the previous agreement. The agreement commences on the date that the new agreement is received and accepted by Lightyear.
- Technology Clause:** Lightyear agrees to provide the Customer with the latest telecommunications technology and allow the Customer to migrate to a newer technology service without offering a discontinuance of service penalty so long as the Customer remains with Lightyear and subsequently signs a new term/volume agreement that is equal to or greater than its replacement as denoted above.

8. CANCELLATION: Lightyear may discontinue service or cancel an Application for Service without notice (other than as required by law) without incurring any liability for any of the following reasons:

- Non-payment of any sum due to Lightyear for service;
- A violation of any law, rule or regulation of any governing authority having jurisdiction over the service;
- By order of a court or other governmental or quasi-governmental authority having such jurisdiction;
- In the event service charges exceed the amount of any deposit that Lightyear may have required; and/or
- The Customer provides false or misleading credit or usage information.
- The Customer uses the Services to continuously access the Internet.
- The Customer resells the Services in any way to another person, persons or entity or entities.

9. MISCELLANEOUS: To the extent permitted by law and applicable tariffs, the Agreement shall be governed by and construed in accordance with the substantive and procedural laws and practices of the State of Kentucky but not its conflict laws, and venue of any action or suit under this Agreement shall be in any Court servicing Jefferson County Kentucky, and Customer shall be subject to the personal jurisdiction of the State of Kentucky. If a dispute arises and Lightyear refers the Agreement to an attorney for collection, Customer agrees to pay all costs of collection including interest, court costs, fees, and reasonable attorneys' fees.

Although if necessary Lightyear will assist Customer in obtaining the necessary facilities from the local telephone company by which to use Lightyear service, Customer is responsible for such activity and is liable for any and all charges incurred therefore. Customers with PBX, PBX-like equipment and auto-dialers are not eligible for this plan and calls to on-line service, broadcast fax transmissions and data usage traffic is prohibited under this plan. Plan applies to only domestic out-bound voice calls made from the business location.

If a Customer has undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in toll free service to another carrier (i.e. "porting" of the toll free number), including a request for a Responsible Organization (RespOrg), until such charges are paid full.

10. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement and understanding between Customer and Lightyear.

11. TARIFFS: This Agreement and the services provided hereunder are subject to Lightyear's tariffs in effect from time to time.

Initials: _____