Birch Telecom of the South, Inc.
dba Birch Communications of the Southeast
Local Exchange Services Tariff (T)

This Tariff, filed with the Kentucky Public Service Commission, contains the terms and conditions applicable to local exchange telecommunication services in the Commonwealth of Kentucky by Birch Telecom of the South, Inc. (the "Company") d/b/a Birch, d/b/a/ Birch Telecom, d/b/a Birch Communications of the Southeast. The Company provides exchange telecommunications services on resale and facilities-based bases. Copies of this Tariff may be inspected during normal business hours at the Company's principal place of business located at: (T)

Birch Communications of the Southeast (T)
2300 Main St. Suite 600
Kansas City, MO 64108
(816)300-3000

Wherever in this Tariff or its headings, the term "Company" or the name Birch Telecom of the South, Inc, "Birch Telecom" or "Birch" appears, that shall mean and shall refer to Birch Telecom of the South, Inc. dba Birch Communications of the Southeast. (T)

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Birch Communications of the Southeast

Checksheet

Kentucky P.S.C. No. 1
Local Exchange Tariff

27th Revised Check Sheet No. 1
Cancels 26th Revised Check Sheet No. 1

Sheet No.	Issue		Sheet No.	Issue		Sheet No.	Issue
Check Sheet 1	27th	*	35	5th	*	70.1	5th
Check Sheet 1.1	8th	*	36	2nd		71	8th
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4	3rd		40	4th		74	8th
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6	3rd		42	4th		74.2	2nd
7	4th		43	4th		74.3	3rd
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9	2nd		45	4th		75.1	6th
10	4th		46	4th		76	6th
11	4th		47	4th		76.1	2nd
11.1	2nd		48	4th		76.2	3rd
12	2nd		49	4th		77	5th
12.1	1st		50	4th		77.0.1	Original
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14	5th		52	4th		77.0.3	1st
15	2nd		53	3rd		77.0.4	2nd
16	2nd		54	3rd		77.0.5	1st
17	2nd		55	5th		77.1	3rd
18	2nd		56			77.2	2nd
19	2nd		57			77.3	2nd
20	2nd		58			77.4	4th
21	3rd		59			77.5	3rd
22	2nd		60			77.6	3rd
23	2nd		61			77.7	2nd
24	3rd		62			77.7.0	Original
25	2nd		63			77.7.1	Original
26	2nd		64			77.7.2	Original
27	3rd		65			77.7.3	Original
28	2nd		66			77.7.4	Original
29	3rd		67	10th		77.7.5	Original
30	4th		68	3rd		77.8	3rd
31	2nd		69	3rd		77.9	2nd
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33	2nd		70.00.01	2nd			
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* - indicates those pages included with this filing

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this Tariff for the purpose indicated below:

(C) Changed rule or regulation

(D) Discontinued rate or regulation

(E) Correction of an error

(F) Change in format, lettering or numbering

(I) Increased rate

(M) Moved text or section without change

(N) New rate or regulation

(P) Change in practice

(R) Reduced rate

(T) Change in text but no change in rate or regulation

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1. DEFINITIONS AND ABBREVIATIONS

The following terms, whether or not capitalized in this Tariff, shall have the meanings set forth below:

Anonymous Call Rejection – Allows a customer to automatically reject calls from parties who have a privacy feature that prevents the delivery of the calling number to the called.

Auto Redial – Enables the customer to automatically redial the last outgoing telephone number. When the telephone number is busy, the Company's equipment will keep trying to call the number being redialed for a maximum of 30 minutes.

Business – When used in relation to service, means service provided in offices, stores, factories and all other places for business use.

Call Blocker – Enables the customer to block calls from preselected telephone numbers and/or the last incoming call (without knowing the number). To block specified telephone numbers, the customer builds a screening list. To block an unknown number after receiving a call, the customer enters a code to add the number to their screening list. If facilities are unavailable to provide incoming call screening via the customer's list, standard call completion will occur. Customers whose telephone numbers are blocked are directed to a Company recorded announcement.

Call Forwarding – Automatically routes incoming calls to a designated answering point selected by the subscriber, regardless of whether the user's station is idle or busy. The subscriber may change the designated answering point using the telephone key pad.

Call Forwarding-Busy Line – Automatically routes incoming calls to a pre-designated answering point when the called line is busy.

Call Forwarding-Busy Line/Don't Answer – Allows incoming calls that encounter a busy condition or are not answered after a predetermined number of rings to be automatically forwarded to a predesignated telephone number within the exchange or the Long Distance Telecommunications Network. The Call Forwarding customer is responsible for the payment of charges (e. g., tolls charges) for each call between the Call Forwarding equipped telephone line and the line to which the call is being forwarded.

Call Forwarding-Don't Answer – Automatically routes incoming calls to a pre-designated answering point when the called line is not answered after a preset number of rings.

Call Return – Enables a Customer to automatically redial the telephone number of the last incoming call. If that telephone number is busy, the Company's equipment will keep trying to call the number being redialed for a maximum of 30 minutes.

Call Selector – Provides a distinctive ring pattern for calls received from up to six different telephone numbers.

Call Transfer – Provides the capability to transfer or add a third party, using the same line.

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1. DEFINITIONS AND ABBREVIATIONS (continued)

Call Transfer Disconnect – Enables business customers to add on another line to an established call creating a three-way call. The Call Transfer Disconnect subscriber may disconnect from the three-way call and allow the other two parties to continue talking, thereby freeing their line for the purpose of originating another call. The Call Transfer Disconnect feature cannot be used to expand a calling scope and is, therefore, not available to customers subscribing to an optional flat-rate local, toll or expanded calling plan. Call Transfer Disconnect cannot be used to avoid toll charges. Call Transfer Disconnect customers are responsible for any toll or other charges associated with calls they originate.

Call Waiting – Provides the user with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

Call Waiting Deluxe – Residential only feature, allows forwarding and Call Waiting as well as allowing subscriber to receive notification on a busy line that there is another incoming call. Gives out Caller ID information on Second Caller.

Call Waiting ID – Allows for the display of the name and/or number of a new caller when user is already talking on the telephone and receives another phone call on the customer's CPE and allows the customer to decide to answer the new incoming call or not.

Call Waiting ID Options – Allows Call Waiting ID customer to identify the name and/or number of an incoming caller when already talking on the telephone and receive another phone call on customer's CPE. The customer may decide how to handle the second caller from a menu choice known as Disposition Codes appearing on the customer's CPE as menu options.

Cancel Call Waiting – Allows a user to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.

Caller ID Deluxe – Displays the name and number of the incoming call and rejects blocked numbers

Caller ID – Number – Identifies the 10-digit number of the calling party before the call is answered. Specialized answering equipment is required to display the calling party information. The calling party may block the display of their number by dialing a code prior to placing the call.

Caller ID – Name – Identifies the name associated with the calling number before the phone is answered. This feature requires Caller ID – Number.

Calling Number and Name Delivery Blocking, per call – Blocks deliver of name and number information to Caller ID.

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1. DEFINITIONS AND ABBREVIATIONS (continued)

Caller ID on Call Waiting – Provides calling number and calling name delivery following the Call Waiting tone.

Caller ID Blocking – Blocks the delivery of the number and name to the called party on a per call basis. Can either be "selective" or "complete."

Calling Features – Optional telephone services allowing customers to efficiently manage the call flow generated over their exchange access lines.

Collect Call – Denotes a billing arrangement by which the charge for a call may be reversed provided the charge is accepted at the called service point. A collect call may be billed to a calling card or third party number. In the case of a telephone which is identified as Customer-Owned Pay Telephone Service, the charges must be billed to a calling card or third number, or the call may be reoriginated from the called service point.

Company, the – Birch Telecom of the South, Inc. unless the context indicates otherwise.

Commission – The Kentucky Public Service Commission, unless the context indicates otherwise.

Conference Telephone Service– The furnishing of simultaneous connection between three or more exchange access arrangements. If Long Distance Message Telecommunications rates would apply on a connection between any two of the exchange access arrangements so connected, conference service will be furnished in accordance with Section 4.6 of this Tariff.

CPE – Customer Provided Equipment.

Customer – The Person which orders or uses the service and is responsible for the payment of rates and charges and compliance with tariff regulations.

Customer Account – A customer's record relating to the service or equipment billed to a single telephone number. Service may be all on one premises or extended to other premises as long as it is part of the main telephone system and billed to the main telephone number.

Customer Alerting Enablement – Allows residence and business lines to receive an audible alerting tone (intermittent dial tone) transmitted from the central office.

Customer Premises – One 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 the same property.

Customer Provided Equipment (CPE) – Equipment provided by the Customer.

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1. DEFINITIONS AND ABBREVIATIONS (continued)

Demarcation Point – That point of interconnection between the Company's facilities and the wiring at the Customer Premises. The Demarcation Point shall consist of wire or a jack conforming to Subpart F of Part 68 of the Federal Communications Commission's rules and regulations (a network interface).

The network interface may be located at a point other than the normal demarcation point where the network interface is already established by the presence of network equipment on the effective date of this Tariff. For multi-unit structures (e.g., apartments, college campuses, shopping centers), the structure owner shall make the final decision on whether the structure shall be treated as a multi-unit structure with one Demarcation Point per unit or, as a single unit with one Demarcation Point for the entire structure. The structure owner shall have the option of having the Demarcation Point placed at a location other than that determined by the Company, provided the structure owner pays any additional construction costs and such location is consistent with the minimum point of entry standard.

With regard to premises for any structure that is built to be mobile (e.g., mobile homes, recreational vehicles), the Company may place the Demarcation Point on a post or pole at or near the pad where such structure is intended to rest. Boat docks and similar premises may be treated by the Company as a single unit premises, with the Demarcation Point being placed on the shore.

Directory Assistance – Service whereby Customers may request assistance in determining telephone numbers when the listed name is provided.

Directory Assistance Call Completion (DACC) – Service whereby customers may request completion of local or intraLATA long distance calls to a requested number by either the Directory Assistance operator (Semi-Automated) or the Directory Assistance audio response system that provides the requested directory number (Fully Automated).

Directory Listing – The publication in the BellSouth Telecommunications, Inc. White Pages directory of information relative to the customers' telephone numbers ("the Directory"), by which telephone users are enabled to ascertain the telephone number of a desired telephone.

Additional Listings – A separate and alphabetically distinct listing for the names of anyone else living at the end user's home or, for example, partners in a business.

Additional Main Listings- A no charge listing associated with a ring master number. Additional main listings are not entitled to a free yellow page listing.

Alternate Listings – A listing of an alternate telephone number to be called in case no answer is received at the primary call number.

Caption Listings- A caption is a listing set arrangement composed of a caption header and indented listings. A caption benefits the use by simplifying the appearance of the listing.

Example:
Atlanta Braves Baseball Club-
General Office.....404-777-1000
Braves Clubhouse Store..404-777-1020

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1. DEFINITIONS AND ABBREVIATIONS (continued)

Directory Listing (continued)

Cross Reference Listing- A Cross Reference Listing may be furnished when it is necessary to refer the directory user to another directory listing.
Example:
Maryville Lumber.....See Drake Lumber

Dual Name Listings – A listing provided for two persons who reside at the same address or for a person known by two first names.

Extra Lines – An extra line (consisting of five words or any fraction thereof) under the Primary Listing for the proper placement of telephone calls and not for advertising purposes or to show store hours.

Free Additional Listing- A 911 telephone number listing must be listed along with a non-emergency telephone number for emergency agencies. There is no charge for this listing.

Free Foreign Listing- A foreign listing is provided free of charge if the customer is close to the border of another local calling area. Whether or not a foreign listing is to be free of charge is determined by BST.

Foreign Listings – Allows the Customer to have a Directory listing outside of his/her local area.

Nonlisted Service – A listing, at the customer's request, is omitted from the Directory, but appears on Directory Assistance records.

Nonpublished Exchange Service – A listing, at the customer's request, is omitted from the Directory but appears on Directory Assistance with NP instead of the telephone number.

Optional Calling Plan Listing- A subscriber of a two-way or inward Optional Calling Plan may be furnished a foreign listing with the text of "no charge for calls direct dialed to this number from (name of exchange)".

Primary Listing – One listing, termed the Primary Listing, is provided without charge. One copy of the telephone directory for the service area in which Customer is a subscriber will be delivered to Customer within 10 days after service is installed.

Regular Extra Listings – A listing for the same address and phone number as, and in addition to, the Primary Listing in the Directory.

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1. DEFINITIONS AND ABBREVIATIONS (continued)

Directory Listing (continued)

Stylist Service Listing- Where available, a subscriber may request to have the assigned telephone number listed in the directory using upper case alpha characters and/or numeric characters in lieu of standard numeric characters. Stylist service is not exclusive to any single subscriber. The letters "Q" and "Z" are not available nor may the "#" or "*" symbols be used. The digits"0" or "1" may not be used to represent the letters "O" or "I" in a Stylist service listing.

Example:
Simmons, Shawn 297-Home

Telephone Answering Service Listing- A client of a telephone answering service may list the telephone number of the answering service with his name, or business name.

Titles and Suffixes- A title of address that precedes a name, such as Mrs., Rev., Capt., may be included in a residence, business or personal name listing. A professional designation or an educational , such as MD. CPA, CREA, or JP are suffixes that may be included in a residence or business personal name listing as a suffix. A maximum of 3 titles and /or suffix are allowed per each residence or business personal name listing.

There are four types of titles:
Title of Lineal Descent(JR, II, etc)
Titles of Address (Rev, Dr, etc)
Military Titles (Adm, Lt Col, etc)
Degrees/Professional Affiliation(PhD, RN, etc)

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1. DEFINITIONS AND ABBREVIATIONS (continued)

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1. DEFINITIONS AND ABBREVIATIONS (continued)

Disconnection – The temporary cessation of telecommunications service.

Distinctive Ringing – Allows customers to establish up to three telephone numbers on the same access line. Each number is assigned a distinctive ring. The billing telephone number is the "master" number and has a standard ring. The other number(s) are dependent numbers and are assigned individual distinctive rings.

DN – Dependent Number. See "Multi-Directory Numbers.

Dual Tone Multi-Frequency (DTMF) – The pulse type employed by tone dial station sets.

Exchange – A telephone system which provides for service within a specified area known as the "Exchange Area."

Exchange Access Line – A central office line which provides access to the exchange telephone network for local and long distance telephone service and includes the service, central office equipment and all outside plant facilities furnished by the Company.

Exchange Service – The furnishing of service for telephone communication within local service areas in accordance with the provisions of this Tariff.

Extended Area Service – A Local Exchange Service that is provided between two or more contiguous exchange areas.

Flat Rate Service – Exchange Service furnished for a specified sum without regard to the amount of use.

Hunting – Series – A hunting arrangement that provides for sequential hunt over members identified within the hunt group. The hunt for an idle line begins at the telephone number dialed and proceeds sequentially through the lines identified in the hunt group until an idle line is found or the last assigned number within the hunt group is reached. If an idle line is found, the hunt stops and the idle line is rung. If all lines are busy, the caller receives a busy signal.

Hunting – Circle – A hunting arrangement similar to sequential hunting except, if no idle line is found by the time the last line in the group is reached, the hunt circles back to the first line in the group and hunts up to but not including the line where the hunt started.

Hunting – Preferential – Some or all of the lines in a hunt group may have an associated preferential hunt list. This hunt list permits a pre-hunt over a subset or preferential group of lines before hunting through the multiline hunt group.

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1. DEFINITIONS AND ABBREVIATIONS (continued)

Individual (1-Party) Line Service – A grade of Exchange Service which provides for a maximum of one main station on a line.

Intercept Referral Service-Basic – Used when a customer disconnects service or changes his telephone number. Calls to the intercepted telephone number are referred to an operator or a recorded message. The caller is provided with information such as a new telephone number and/or name and/or address. This service is provided to residential customers for a minimum of 30 days, while capacity on facilities exists.

Intercept Referral Service-Special – Same as Intercept Referral Service – Basic, plus it provides additional information to the caller.

Intercom Calling – Enables single line customers to set up internal communications (intercom) between multiple telephone extensions. The customer establishes intercom calls by dialing a code and hanging up the telephone handset. The code activates distinctive ringing to alert intercom users of an intercom call. Three-Way Calling is necessary for the operation of Intercom Calling. This feature is obsolete except for existing customers at existing locations.

Interexchange Channel – That portion of a channel which interconnects exchanges in which the stations are located.

LATA – Local Access and Transport Area (LATA) denotes a geographic area established for the administration of telecommunications service. It encompasses designated local operating Company exchanges which are grouped to serve common social, economic and miscellaneous purposes.

Local Messages – A local message is a telephone conversation of any prescribed length between two telephone stations. It is the measurement upon which the charges for telephone communications are based when the calling station and the station to which communications is established are both within the same local service area.

Local Service Area – That area within which a Customer can make telephone calls at exchange rates.

Multi-Directory Numbers – Allows customers to establish up to three telephone numbers on the same access line. Each number is assigned a distinctive ring. The billing telephone number is the "master" number and has a standard ring. The other number(s) are dependent numbers and are assigned individual distinctive rings.

Multiline Hunt Group – Rotary (hunting) service provided in Electronic Switching System (ESS) offices where a standard seven-digit number is assigned only to the first line in a customer's number group. Subsequent lines are designated by using two-, three- or four-digit numbers dependent on the type of ESS office. The Company reserves the right to determine when Multiline Hunt Group numbers are assigned.

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1. DEFINITIONS AND ABBREVIATIONS (continued)

Operator Services

Non-Automated – Where the person originating the call dials zero or a special access number (e. g., an 800/888 number), and the operator dials the number and collects billing information for completion of the call.

Semi-Automated – Where the personal originating the call dials zero or a special access number (e. g., an 800/888 number), (or 1+ calls from pay telephones), then dials the desired telephone number, and the operator collects billing information for completion of the call.

Fully Automated – Fully automated service is where the person originating the call dials zero or a special access number (e.g., an 800/888 number), then dials the desired telephone number, and then dials the service selection codes as instructed by the automated billing equipment, and the call is completed without the assistance of an operator.

Person – An individual, corporation, limited liability company, partnership, or any other entity.

Preferred Call Forwarding - Allows the customer to transfer up to 6 telephone numbers on a screening list to another number.

Preferred Customer Discount (PCD) – A discount added to the monthly invoice and deducted from the rack rate for grandfathered products and term contract discounts. (N) (N)

Priority Call – Provides the customer with a distinctive ring or Call Waiting tone (if the customer has subscribed to Call Waiting), when the customer is called from preselected telephone numbers. The customer can construct or modify the telephone number screening list by dialing a unique code. The Company's equipment will screen incoming calls against the screening list and provide a distinctive ring for telephone numbers on the list.

Remote Call Forwarding – A service whereby calls placed to a telephone number are automatically forwarded by central office equipment to another number designated by the end user. The Remote Call Forwarding number may be either a different exchange (remote) or another central office area within the same exchange (local). Additional paths may be provided to handle multiple calls to the Remote Call Forwarding number as long as there are at least an equal number of lines at the terminating end. Any toll portions of calls are billed to the Customer.

Repeat Dialing – Enables the customer to automatically redial the last outgoing telephone number. When the telephone number is busy, the Company's equipment will keep trying to call the number being redialed for a maximum of 30 minutes.

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DEFINITIONS AND ABBREVIATIONS (continued)

Remote Access to Call Forwarding – Allows the user to activate and/or deactivate the Call Forwarding feature from any remote location, using a Touch-tone phone.

Residence or Residential – When used in relation to service, means service provided in private residence for personal non-business use.

Selective Call Forwarding – Enables the customer to forward incoming calls from preselected telephone numbers to another telephone number. The customer can construct or modify a telephone number screening list by dialing an activation code. The Company equipment will screen incoming calls against the customer's list and forward only those telephone numbers on the list.

Sent-Paid – Denotes a billing arrangement whereby a call is charged to the service point originating the call.

Series Completion – Telephone numbers assigned in a rotary (hunting) number group where each number assigned is a standard seven-digit number. The Company reserves the right to determine when series completion numbers are assigned.

Simultaneous Call Forwarding – Provides the customer that also subscribes to an appropriate call forwarding service with the ability to forward multiple incoming calls simultaneously to another telephone number designated by the customer. The line/trunks at the Simultaneous Call Forwarding customer's terminating location must equal or exceed the aggregated number of potential originating calls from all customer locations. The Simultaneous Call Forwarding customer is responsible for the payment of charges (e. g., toll charges) for each call between the Simultaneous Call Forwarding equipped telephone and the line to which the call is being forwarded. This service cannot be used to avoid toll.

Speed Calling – Allows a subscriber to establish a speed calling list, which associates telephone numbers with a unique q-digit and/or 2-digit speed calling code. Initial entry and changes to the speed calling list are directly input from the associated subscriber line. This feature is available as an eight code list or a thirty code list. Code lists may include local and/or toll telephone numbers.

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

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1. DEFINITIONS AND ABBREVIATIONS (continued)

Three-Way Calling – Allows a station in the talking state to add a third party to the call. This feature may be used on both incoming and outgoing calls.

Toll Restriction – Allows the customer to establish, on a per line basis, call restrictions by the calling party.

Trunk – A commercial channel between two switching (i.e., Central Office, PBX) systems.

Termination – The permanent cessation of telecommunications service.

Two-Point Service, Person-to-Person – That service where the person originating the call specifies to the Company operator a particular person, department or office to be reached.

Two-Point Service, Station-to-Station – That service where the person originating the call dials the telephone number desired or gives to the Company operator the telephone number of the desired service point, or gives only the name and address under which the number of the service point is listed, and does not specify a particular person, department or office to be reached.

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2. RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 The Company undertakes to furnish telecommunications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission between points within a calling scope in portions of the Commonwealth of Kentucky, as specified herein.

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

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

2.1.4 The Company may undertake 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 preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. With some emergency or unplanned service-affecting conditions, such as an outage resulting from wiring or equipment damage, notification to the Customer may not be possible.

2.1.5 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. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

2.1.6 Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.

2.2 Limitations of Service

2.2.1 The Company offers service to all Persons who desire to purchase service from the Company consistent with all provisions of this Tariff. Persons interested in the Company's services shall submit information to the Company which fully satisfies the Company and identifies the services requested.

2.2.2 Service is offered subject to the availability of the necessary facilities and equipment, necessary arrangements with other carriers and billing capabilities, and is subject to the provisions of this Tariff. The Company reserves the right not to provide service to or from a location where legally prohibited.

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2. RULES AND REGULATIONS (continued)

2.2 Limitations of Service (continued)

2.2.3 The Company reserves the right to discontinue furnishing service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of any provision in this Tariff, the rules and regulations of the Commission, or the law.

2.2.4 Title to all facilities provided by the Company under this Tariff remains with the Company. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.3 Use of Service

2.3.1 Permitted Uses

Service may not be used for any unlawful purposes, or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier.

2.3.2 Minimum Service Period

The minimum period of service is one month (30 days), unless otherwise stated in this Tariff.

2.3.3 Fixed Service Period

If Customer and the Company have agreed to a specified term of service under any service order, then following expiration of the initial term of service, or any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice.

2.3.4 Termination

Any termination shall not relieve Customer of its obligation to pay any charges incurred under this Tariff or in any service order 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.

2.4 Liability

The liability of the Company for any claim or loss, expense or damage, due to any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this Tariff or any service order shall not exceed the amount of the credit allowance described in Section 2.6 herein. The extension of credit allowances as described in Section 2.6 shall be the sole remedy of Customer and sole liability of the Company for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this Tariff or any service order. In no event will the Company be liable for any direct, indirect, consequential, incidental, exemplary, punitive, or special damages, or for any lost business, goodwill, income or profits, even if advised of the possibility of the same.

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2. RULES AND REGULATIONS (continued)

2.4 Liability (continued)

2.4.2 The Company shall not be liable for any claim or loss, expense, or damage for any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Tariff or any service order, if caused by or resulting from: any person or entity other than the Company; any malfunction of any service or facility provided by any Person other than the Company; labor difficulties; fire, flood, earthquake, or any other act of God; explosion; war; riot or civil disturbance; any law, order, regulation, direction, action or request of any federal, state or local government or any department, agency, commission, bureau, or other instrumentality of federal, state or local government; or by any other cause beyond the Company's control.

2.4.3 The Company shall not be liable for and shall be fully indemnified and held harmless by Customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:

A. Defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by the Company under this Tariff;

B. Connecting, combining, or adapting the Company's facilities with Customer's apparatus or systems;

C. Any loss, destruction or damage to property of the Company, the Customer, 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, family members or invitees;

D. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of the Company or any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by this Tariff or any agreement between the Customer and the Company; or

E. Any personal injury or death of any person or for any loss of or damage to Customer Premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by gross negligence of the Company.

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2. RULES AND REGULATIONS (continued)

2.4 Liability (continued)

2.4.4 Emergency 911 Service (E911) is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 Service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 Service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agencies of any one of them.

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

The Company will supply subscriber information to update the Emergency 911 Service database at the time the Company submits subscriber orders for basic local exchange telecommunications service to Southwestern Bell Telephone Company.

At the time the Company provides basic local service to a customer by means of the Company's own cable pair, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911. At that time, the Company will be obligated to provide facilities to route calls from the end users to the proper PSAP.

The Company recognizes the authority of the E911 customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.

The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental agency.

2.4.5 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

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2. RULES AND REGULATIONS (continued)

2.4 Liability (continued)

2.4.6 THE COMPANY MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.5 Interruption of Service

Customer will be entitled to a credit allowance for an interruption of service which is not caused by or does not result from the negligence or act of Customer or to the failure of channels, equipment, power supplies, and/or communications systems provided by Customer or Persons other than the Company. A credit allowance is subject to the provisions of this section and the other sections of this Tariff, including, but not limited to, the general liability provisions set forth in Section 2.4 herein and the terms of Section 2.6 herein. Customer is obligated to notify the Company immediately of any interruption in service for which the Customer desires a credit allowance. Before giving such notice, Customer shall ascertain that the interruption is not being caused by any action or omission of Customer within his or her control, or is not in wiring on Customer's side of the Demarcation Point or equipment, power supplies, or communications systems, if any, furnished by Customer or Persons other than the Company.

2.6 Responsibility of the Customer

2.6.1 All Customers assume general responsibilities in connection with the provisions and use of the Company's service. When facilities, equipment, and/or communications systems provided by others are connected to the Company's facilities, Customer assumes additional responsibilities. Customers are responsible for:

A. Placing orders for service; paying all appropriate charges for service rendered by the Company; complying with the Company's regulations governing the service; and assuring that its users comply with regulations.

B. Providing:

1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
2. the name(s), telephone number(s), and address(es) of the Customer contact person(s).

C. Paying the Company for the replacement or repair of the Company's equipment when the damage results from:

1. the negligence or willful act of Customer or user;

2. improper use of service; or

3. any use of equipment or service provided by others.

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2. RULES AND REGULATIONS (continued)

2.6 Responsibility of the Customer (continued)

2.6.1 (continued)

D. Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate the Company's facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain a proper operating environment on such premises.

E. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of and associated equipment used to provide services to the Customer from the cable building entrance or property line to the location of the equipment space described above. Any costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by, the Company to the Customer.

F. Providing the Company's authorized employees, contractors, or agents access to the Customer's premises at all reasonable hours for any purpose reasonably pertinent to furnishing of telephone service.

G. 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 the Company's 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 the Company's employees, contractors, or agents to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or, upon termination service as stated herein, removing the facilities or equipment of the Company, and not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;

H. A Customer who subscribes to the Company's Exchange Service and resells these services to others shall be responsible for complying with all laws and regulations of the Commonwealth of Kentucky, which relate in any way to its provision of local telephone service, including, but not limited to, laws and regulations regarding consumer protection, billing and collection practices, tariffing obligations, and payment of applicable taxes. The Company has no obligation to provide notice to, or otherwise communicate with, Customers regarding local telephone service provided by another carrier.

I. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees, contractors, or agents shall be installing or maintaining the Company's facilities and equipment.

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2. RULES AND REGULATIONS (continued)

2.6 Responsibility of the Customer (continued)

2.6.2 Availability of Service for Maintenance, Testing, and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.6.3 Credit Allowances

A. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by the Company.

B. Credit allowances for failure of service or equipment starts when Customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.

C. Customer shall notify the Company of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment, any act or omission of the Customer, or in wiring or equipment located on the Customer's side of the Demarcation Point.

D. Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:

1. interruptions of service resulting from the Company performing routine maintenance;

2. interruptions of service for implementation of a Customer order for a change in the service;

3. interruptions caused by the negligence or willful act of omission of Customer or its authorized user; or

4. interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.

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2. RULES AND REGULATIONS (continued)

2.6 Responsibility of the Customer (continued)

2.6.3 Credit Allowances (continued)

E. Credit Allowance – Directory

For errors or omissions in listings in alphabetical telephone directories and information records furnished without additional charge, the Company shall have no liability.

Subject to the provision of Section 2.4 of this Tariff, the Company shall allow, for errors or omissions in alphabetical telephone directories (excluding the use of bold face type), or in information records, an amount within the following limits:

1. For listings in alphabetical telephone directories furnished at additional charge, as set forth herein, an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred.

2. For listings in the information records furnished at additional charge, as set forth herein, an amount not in excess of the charge for the listing during the period of omission or error.

2.6.4 Cancellation by Customer

A. Customer may cancel service any time after meeting the minimum service period. Termination charges will apply if Customer cancels prior to the expiration of a one-year or other fixed term service contract.

B. If Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before the service begins, or before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and the Company, a charge will be made to Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by the Company and not fully reimbursed by installation and monthly charges. If based on the order, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by Customer.

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2. RULES AND REGULATIONS (continued)

2.6 Responsibility of the Customer (continued)

2.6.5 Payment and Charges for Service

A. Charges for service are applied on recurring and nonrecurring bases. Service is billed on a monthly basis on or about the same day each month. Service continues to be provided until canceled by Customer or by the Company in accordance with provisions of this Tariff.

B. Payment will be due pursuant to applicable Commission rules. The Company includes its name and its toll-free telephone number on all invoices.

C. The Customer is responsible for payment of all charges for service furnished to the Customer, including, but not limited to all calls originated at the Customer's number(s); received at the Customer's number(s), e.g., collect, 800; billed to the Customer's number(s) via third-party billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

D. Service may be denied pursuant to the Commission's rules regarding disconnection of service for nonpayment. Restoration of service will be subject to all applicable installation charges.

E. Customer is liable for all costs associated with collecting past due charges, including all attorney's fees.

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2. RULES AND REGULATIONS (continued)

2.6 Responsibility of the Customer (continued)

2.6.5 Payment and Charges for Service (continued)

F. Billing information provided to each customer on a monthly basis shall include but not be limited to:

1. The number of access lines for which charges are stated.
2. Each applicable telephone number and/or account number.
3. The beginning or ending dates of the billing period.
4. The date the bill becomes delinquent if not paid on time.
5. The unpaid balance (if any).
6. The amount for basic service and an itemization of the amount due for toll service, if applicable, including the date and duration of each toll call.
7. An itemization of the amount due for taxes, franchise fees, 911 surcharges, universal service fund charge, local number portability charge, end user common line charges, primary interexchange carrier charges and other surcharges as may be necessary and appropriate, including any of the foregoing charges passed through to the Company by Bell South Telecommunications, Inc.
8. The total amount due.
9. If applicable, the amount of a deposit and interest accrued on a deposit which has been credited to the charges stated.
10. A Toll- free telephone number where inquiries may be made (1-888-772- 4724).
11. If a deposit is held by the company.
12. Optional services may be billed as a total of all optional services for which a flat monthly charge is made.
13. Credit for service outages will also be reflected.

G. During the first billing period in which a residential customer receives service, the Company provides each customer an insert or other written notice which contains an itemized account of the charges for the equipment and service for which the customer has contracted.

H. If notice of a dispute as to charges is not received in writing, in person or via telephone message by the Company within 30 days after billing is received by the Customer, the invoice shall be considered correct and binding on the Customer, unless extraordinary circumstances are demonstrated. Any disputed charges that cannot be resolved between Customer and the Company may be forwarded to the Commission's Consumer Services Division.

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2. RULES AND REGULATIONS (continued)

2.6 Responsibility of the Customer (continued)

2.6.6 Advance Payments and Deposits

A. Advance Payments

The Company may require a Customer or applicant for service to make an advance payment (1) if the applicant is unable to establish that he had a previous account with a telephone utility for a period of at least 12 months for which all undisputed charges were satisfactorily paid, or (2) if the applicant has had no previous telephone service or has had previous telephone service of less than 12 months, the applicant's credit record will be accessed and evaluated by means of a mechanized retrieval system between the Company and nationally recognized credit bureaus. No security payment will be required of those applicants who meet the Company's criteria, as evaluated by the scoring model. The criteria used in assessing a score is as follows: collection judgments, written-off accounts, outstanding collection accounts, various degrees of delinquency history from 30-180 days and not paid in full or current at the time of scoring, bankruptcies, liens, other public records. The advance payment will not exceed an amount equal to all nonrecurring charges and two month's estimated recurring charges, as a condition of continued or new service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and two month's estimated recurring charges. The advance payment will be credited to the Customer's initial bill and, to the extent that a credit balance remains after the amount of the initial bill has been satisfied, then the credit balance will be applied to subsequent bills in the same manner until there is no balance remaining on the advance payment.

B. Deposits

The Company reserves the right to examine the credit record of all service applicants as stated above and require a security deposit, not to exceed two month's estimated recurring charges, when determined to be necessary to assure future payment. The security deposit will be computed by the Company in accordance with Commission rules and regulations.

Interest will accrue on all deposits at the rate prescribed by law beginning on the date of the (C)
deposit. Interest accrued will be refunded to the customer or credited to the customer's bill (C)
on an annual basis. If interest is paid or credited to the customer's bill prior to twelve (12) (C)
months from the date of deposit or the last interest payment date, the payment or credit (C)
shall be on a prorated basis.

(D)

The deposit shall cease to draw interest on the date it is returned or credited to the customer's account. The deposit shall cease to draw interest after the discontinuance of service.

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2. RULES AND REGULATIONS (*continued*)

2.6 Responsibility of the Customer (continued)

2.6.6 Advance Payments and Deposits (continued)

B. Deposits (continued)

If Customer pays all undisputed charges for 12 consecutive billing cycles, the deposit shall be promptly refunded along with accrued interest, or credited to future charges on subsequent bills.

1. Residential Customers Requirements

No deposit will be required:

a. If it can be verified that the residential applicant has been a customer of any telephone company in Kentucky for the same kind of service within the last two (2) years, and is not delinquent in payment of any telephone service account and during the last 12 consecutive months of service did not have more than two occasions in which a bill for telephone service was paid after becoming delinquent, did not present a dishonored check, and never had service disconnected for nonpayment, or

b. If the residential applicant furnishes in writing a satisfactory guarantee to secure payment of bills for the service required. Guaranty contracts shall be on a form provided by the Company which shall include the Company's right to transfer charges from a defaulted bill of the guaranteed account to the account or accounts of the guarantor. Guarantors must be present Company customers and must be acceptable as guarantors to the Company.

2. Business Customers Requirements

If the credit of an applicant for Business Service has not been established satisfactorily to the Company, the applicant may be required to make a deposit.

3. Existing Customers Requirements

A present customer may be required to post a new or additional deposit as a condition of continued service if undisputed charges have become delinquent in two out of the last 12 billing periods or if the customer has had service disconnected during the last 12 months, has presented a dishonored check or has had significant changes in toll or recurring charges.

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2. RULES AND REGULATIONS (continued)

2.6 Responsibility of the Customer (continued)

2.6.6 Advance Payments and Deposits (continued)

B. Deposits (continued)

4. Amount of Deposit or Guaranty Contract

The amount of the deposit shall not exceed an amount equal to one months' recurring charges where billed in advance, or two months' charges when billed in arrears, plus two months' toll or nonrecurring charges, determined by actual or anticipated usage.

5. *Refund of Deposits or Return of Guaranty Contracts*

If service is not connected, or after disconnection of service, the Company shall promptly and automatically refund the customer's deposit plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one premises to another within the service area of the Company shall not be deemed a disconnection for application of deposits, and no additional deposit may be required unless otherwise permitted.

When the customer has paid bills for 12 consecutive months without having service disconnected for nonpayment and without having more than two occasions in which a bill was delinquent, and has not presented a dishonored check, and when the customer is not delinquent in the payment of the current bills, the Company shall promptly and automatically refund the deposit plus accrued interest in the form of a credit to the customer's bill, or void the guarantee. If the customer does not meet these refund criteria, the deposit and interest may be retained.

The deposit and interest may be retained pending the resolution of a dispute with respect to charges secured by the deposit.

2.6.7 Returned Check Charge

The Company will bill Customer a one-time charge of $25.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

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2. RULES AND REGULATIONS (continued)

2.6 Responsibility of the Customer (continued)

2.6.8 Late Payment Charge

The Company may apply a late payment charge if any portion of the Customer's payment is received by the Company after the payment due date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. The late payment charge shall be applied to the portion of the payment not received by the "Due Before Date". On all unpaid business bills a $15.00 charge plus 1.5% of the unpaid balance will be applied if unpaid charges are greater than $6.00. A charge of $5.50 plus 1.5% of the unpaid balance will be applicable on all residential bills if unpaid charges are greater than $6.00. A Finance Charge of 1.5% shall apply to the outstanding balance of charges, as at the end of the "Due Before Date", with effect from the second month after the charges are first applied, and every month thereafter.

Collection procedures are unaffected by the application of the late payment or finance charge. The late payment charge does not apply to final amounts.

2.7 Responsibility of the Company

2.7.1 Provision of Equipment and 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 and applicable rules of the Commission.

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.

C. The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby materially reduce the technical parameters of the service provided to the Customer.

D. Subject to the arrangement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the customer. Special construction is that construction undertaken and characterized by one or more of the following:

1. Facilities requested are not presently available, and there is no other requirement for the facilities so constructed.

2. Facilities requested are of a type other than that which the Company would normally utilize in the furnishing of its services.

3. Facilities requested are over a route other than that which the Company would normally utilize in the furnishing of its services.

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2. RULES AND REGULATIONS (continued)

2.7 Responsibility of the Company (continued)

2.7.1 Provision of Equipment and Facilities (continued)

D. (continued)

4. Facilities requested are in a quantity greater than that which the Company would normally construct.

5. Facilities are requested on an expedited basis.

6. Facilities are requested on a temporary basis until permanent facilities are available.

7. Facilities are requested in advance of normal construction.

2.7.2 Calculation of Credit Allowance

Pursuant to limitations set forth in Section 2.6.3, when service is interrupted the credit allowance will be computed on the following basis:

A. No credit shall be allowed for an interruption of less than twenty four hours.

B. Customer will be credited at the proportionate monthly charge involved for each twenty-four hours or fraction thereof of interruption.

2.7.3 Cancellation of Credit

Where the Company cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

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2. RULES AND REGULATIONS (*continued*)

2.7 Responsibility of the Company (continued)

2.7.4 Disconnection of Service by the Company

The Company may discontinue service or cancel an application for service, pursuant to applicable Commission rules, without incurring any liability for any of the following reasons:

A. Nonpayment of a bill for regulated telecommunications services within the period, but the Company shall mail or otherwise deliver to the Customer five (5) days' written notice of intent to terminate, but under no circumstances shall service be terminated before twenty (20) days after the mailing date of the original unpaid bill;
B. Failure to make a security deposit, but the Company shall not terminate service to the Customer for this reason without having first made a reasonable effort to obtain Customer compliance and the Customer has been given at least ten (10) days written notice of termination;
C. Violation of or noncompliance with any provision of law, or of the tariffs or terms and conditions of service of the telecommunications service provider filed with and approved by the Commission, but the Company shall not terminate service to the Customer for this reason without having first made a reasonable effort to obtain Customer compliance and the Customer has been given at least ten (10) days written notice of termination:
D. Refusal to permit the telecommunications service provider reasonable access to its telecommunications facilities for recovery, maintenance, and inspection thereof, but the Company shall not terminate service to the Customer for this reason without having first made a reasonable effort to obtain Customer compliance and the Customer has been given at least ten (10) days written notice of termination.
E. Interconnection of a device, line, or channel to telecommunications service provider facilities or equipment contrary to the telecommunications service provider's terms and conditions of service on file with and approved by the Commission, but the Company shall not terminate service to the Customer for this reason without having first made a reasonable effort to obtain Customer compliance and the Customer has been given at least ten (10) days written notice of termination.
F. Use of telephone service in such manner as to interfere with reasonable service to other end-users, but the Company shall not terminate service to the Customer for this reason without having first made a reasonable effort to obtain Customer compliance and the Customer has been given at least ten (10) days written notice of termination.

Customers shall have a minimum of 12 days from the rendition of a bill to pay the charges stated.

At least 24 hours preceding a discontinuance, the Company shall make reasonable efforts to contact the Customer to advise it of the proposed discontinuance and what steps must be taken to avoid it.

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2. RULES AND REGULATIONS (continued)

2.7 Responsibility of the Company (continued)

2.7.4 Disconnection of Service by the Company (continued)

Insufficient reasons for denial or disconnection of service:

A. Nonpayment for telephone service by a previous occupant at the premises for which service is sought, or by reason of nonpayment of any amount back-billed due to misapplication of rates provided the applicant enters into a deferred payment plan. The Company shall not disconnect or suspend service without mailing or delivering a bill to the customer for the amount due.

B. Residential service will not be disconnected for failure to pay a bill for a business service.

C. Business service will not be disconnected for failure to pay a bill for a residential service.

D. Service will not be withheld from a customer whose name was fraudulently used to obtain service at another location without the end user's permission or knowledge.

E. The Company shall not deny service to a customer for nonpayment of an amount past due for more than three (3) years, if the company cannot substantiate the charges with a copy of the customer's bill.

F. Service shall not be discontinued to a current customer in good standing who accepts an additional household member owing a previous bill to the Company, unless that additional household member is listed on the lease arrangements or another utility service as a responsible party, or unless the household member shared service with the customer at a different or same location.

G. The Company shall not provide billing and collection for any provider of intrastate telecommunications services who does not have proper authority to operate in the Commonwealth of Kentucky.

H. Local exchange service shall not be denied or terminated for nonpayment of non-regulated services or disputed charges.

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2. RULES AND REGULATIONS (continued)

2.7 Responsibility of the Company (continued)

2.7.4 Disconnection of Service by the Company (continued)

The Company's Notice of Disconnection shall contain the following information:

The words "NOTICE OF DISCONNECTION" or words with the same meaning, in print type larger than the print type of the notice text.

The name, address and telephone number of the Customer.

A statement of the reason for the proposed disconnection and the cost (to the Customer) for reconnection.

The date on or after which service will be disconnected unless appropriate action is taken.

The telephone number in bold print of the Company where the customer may make an inquiry.

A statement that the customer must contact the Company regarding the disconnection, prior to contacting the Commission's Consumer Services Division.

The address and telephone number of the Commission's Consumer Services Division, in print size which is smaller than the print size used for the Company's telephone number

The services that are being disconnected, whether local and/or toll, and if the service to be disconnected is local service, a statement that the customer must also contact their IXC if such customer wishes to terminate such service in order to avoid incurring additional charges for such service.

The following additional information shall be in the notice unless said information can be obtained in the telephone directory and the notice refers the customer to the location in the directory where the information can be obtained:

A. A statement of how a customer may avoid the disconnection of service, including a statement that the customer must notify the Company on the day of payment as to the place and method of such payment when the bill is paid at a place other than the office of the Company.

B. A statement that informs the customer where payments may be made or how to obtain a listing of authorized payment agencies.

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2. RULES AND REGULATIONS (continued)

2.7 Responsibility of the Company (continued)

2.7.5 Equal Access

The Company will allow Customers the choice of intraLATA and interLATA interexchange carriers.

2.8 Restoration of Service

If service is disconnected for nonpayment, service will be reestablished only upon receipt of payment of all charges due, which include charges for service and facilities during the period of disconnection and which may include a service restoration fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order, personal check or certified check. If payment is made by personal check, restoration will be effected upon clearance of the check. When a Customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of the Company's service order, service will be reestablished only upon a basis of an application for new service.

During the period of disconnection, Customer's telephone number will not be reassigned. Once service has been terminated, the telephone number may be reassigned to another Customer.

2.9 Taxes and Surcharges

2.9.1 Customer will be billed and is responsible for payment of applicable E911, Telecommunications Relay Service (TRS), universal service fund charges, local number portability charge, end user common line charges, primary interexchange carrier charges, and all federal, state and local taxes, fees, assessments and surcharges assessed in conjunction with service used. In addition to any of the foregoing charges paid directly by the Company, the Company will also pass through to the Customer an amount equal to the government fees, taxes, and surcharges that the Company pays through Bell South Telephone Company.

TRS and TAP charges	$0.04, per access line per month	**(R)**	**(T)**
Lifeline Surcharge	$0.14, per access line per month	**(I)**	**(T)**

2.9.2 All taxes, surcharges and assessments (i.e., sales tax, municipal utilities tax, franchise fee, E911, TRS) will be listed as separate line items and are not included in the quoted rates.

2.10 Start of Billing

For billing purposes, the start of service is the day of acceptance by the Customer of the Company's service or equipment.

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2. RULES AND REGULATIONS (continued

2.11 Service Connection and Facilities on Customer's Premises

The Company shall furnish and maintain all facilities including protective apparatus, to provide telecommunications service except as may be otherwise specified in this Tariff. All facilities shall conform to the established construction standards of the Company.

Except as otherwise specified in this Tariff, all equipment furnished by the Company in connection with a Customer's service shall be carefully used and only duly authorized employees of the Company or its contractors or agents shall be allowed to connect, disconnect, change or alter in any manner any or all such facilities.

Customer will be held responsible for loss of or damage to any facilities furnished by the Company unless such loss or damage is due to causes beyond the Customer's control.

At the termination of service the Company may remove any and all of its property located at the Customer Premises, as provided for in this Tariff.

No equipment apparatus, circuit or device not furnished by the Company shall be attached to or connected with the facilities furnished by the Company, whether physically, by induction or otherwise, except as provided in this Tariff. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same; or suspend the service during the continuance of said attachment or connection; or to terminate the service.

2.12 Telephone Number Intercept

Whenever a Customer's telephone number is changed after a directory is published, the Company will intercept all calls to the former number for 30 days and give the calling party the new number, provided existing central office equipment will permit and the Customer so desires.

2.13 Disputes

In the event of a dispute between a customer and the Company regarding any bill for telephone service, the Company shall make an investigation as required by the particular case, and report the results to the customer. In the event the dispute is not resolved, the Company shall inform the customer of the complaint procedures of the Commission.

Notwithstanding any other section of the Company's tariffs, the customer's service shall not be subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of the determination of the dispute, but in no event to exceed 60 days. The customer is obligated to pay any billings not disputed.

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3. SERVICE AREAS

3.1 Service Areas Defined (1)

KYFRKC	KYLSVC	KYLSV1	KYOTHLO1	KYOTH1
Frankfort	Louisville	LaGrange	Danville	Bowling Green
		West Point	Georgetown	Hopkinsville
			Henderson	Madisonville
			Maysville	Middlesboro
			Mayfield	Shelbyville
			Oak Grove	
			Owensboro	
			Richmond	
			Shelbyville	
			Winchester	
			Woodburn	

(1) Effective August 25, 2008, see section 3.3 Service Areas by CLLI for updated service areas.

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3. SERVICE AREAS (continued)

3.1 Service Area Defined (continued)

KYOTHLO2

Allen
Beaver Dam
Benton
Bremen
Burgin
Cadiz
Campbellsburg
Carrollton
Cayce
Central City
Clay
Clinton
Cloverport
Cornishville
Cynthiana
Dawson Springs
Drakesboro
Earlington
Eddyville
Elkhorn City
Elkton
Ensor
Fedscreek
Franklin
Freeburn
Fulton
Gilbertsville
Greenville
Guthrie
Habit
Hanson
Harrodsburg
Hartford
Hickman
Inez
Island
Jellico
Junction City
Lawrenceburg
Lebanon Junction
Little Rock
Livermore
Louisa
Maceo
Mackville
Marion
Martin
McCarr
McDowell
Mooresville
Morganfield
Morgantown
Mortons Gap
Mount Sterling
Murray
Neon
New Haven
North Middletown
Nortonville
Paintsville
Paris
Pleasant Ridge
Princeton
Providence
Rose Terrace
Russellville
Sacramento
Sebree
Simpsonville
South Williamson
Springfield
Stamping Ground
Stanford
Stanton
Stone
Sturgis
Sulphur
Symsonia Virgie
Wallins Creek
Water Valley
Wayland
Whitesburg
Whitesville

KYOTHO2

Corbin
Harlan
Paducah
Pineville
Prestonsburg
Williamsburg

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3. SERVICE AREAS (continued)

3.2 Service Area by Rate Group (1)

A	B	C	D
	KYOTHLO1	KYOTHLO2	KYFRKC
KYLSVC	KYOTH1	KYOTH2	
KYLSV1			

(1) Effective August 25, 2008, see section 3.3 Service Areas by CLLI for updated service areas.

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3. SERVICE AREAS (continued)

3.3 Service Ares by CLLI

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3. SERVICE AREAS (continued)

3.3 Service Ares by CLLI (continued)

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3. SERVICE AREAS (continued)

3.3 Service Ares by CLLI (continued)

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3. SERVICE AREAS (continued)

3.3 Service Ares by CLLI (continued)

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3. SERVICE AREAS (continued)

3.3 Service Ares by CLLI (continued)

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3. SERVICE AREAS (continued)

3.3 Service Ares by CLLI (continued)

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3. SERVICE AREAS (continued)

3.3 Service Ares by CLLI (continued)

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3. SERVICE AREAS (continued)

3.3 Service Ares by CLLI (continued)

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3. SERVICE AREAS (continued)

3.3 Service Ares by CLLI (continued)

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3. SERVICE AREAS (continued)

3.3 Service Ares by CLLI (continued)

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3. SERVICE AREAS (continued)

3.3 Service Ares by CLLI (continued)

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3. SERVICE AREAS (continued)

3.3 Service Ares by CLLI (continued)

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3. SERVICE AREAS (continued)

3.3 Service Ares by CLLI (continued)

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3. SERVICE AREAS (continued)

3.4 AT&T CLLI's and Rate Groups

CLLI	Rate Group	CLLI	Rate Group	CLLI	Rate Group
ALLNKYMA	3	CYDNKYMA	3	HBVLKYMA	3
AURRKYMA	3	CYNTKYMA	3	HCMNKYMA	3
BDFRKYMA	3	DAVLKYMA	1	HDBGKYMA	3
BGDDKYMA	3	DIXNKYMA	3	HNSNKYMA	2
BLFDKYMA	3	DRBOKYES	3	HPVLKYMA	2
BLSPKYMA	3	DWSPKYES	3	HRBGKYES	3
BNLYKYMA	3	EDVLKYMA	3	HRFRKYMA	3
BNTNKYMA	3	EKTNKYMA	3	HRLNKYMA	3
BRGNKYMA	3	ELCYKYES	3	HWVLKYMA	3
BRMNKYMA	3	EMNNKYES	3	INEZKYMA	3
BRTWKYES	2	EMNNKYPL	3	ISLDKYMA	3
BVDMKYMA	3	ENSRKYMA	3	JCSNKYMA	3
BWLGKYAT	1	ERTNKYMA	2	JNCYKYMA	3
BWLGKYMA	2	FDCKKYES	3	KKVLKYMA	3
BWLGKYRV	3	FDVLKYMA	3	LBJTKYMA	3
BYVLKYMA	3	FEBRKYMA	3	LFYTKYMA	3
CADZKYMA	3	FKLNKYMA	3	LGRNKYES	3
CHPLKYMA	3	FLTNKYMA	3	LOUSKYES	2
CLAYKYMA	3	FNVLKYMA	3	LRBGKYMA	3
CLHNKYMA	3	FORDKYMA	3	LSVLKY26	1
CLPTKYMA	3	FRDNKYMA	3	LSVLKYAN	1
CLTNKYES	3	FRFTKYES	2	LSVLKYAP	1
CMBGKYMA	3	FRFTKYMA	2	LSVLKYBE	1
CNCYKYMA	2	GBVLKYMA	3	LSVLKYBR	1
CNTNKYMA	3	GHNTKYMA	3	LSVLKYCS	1
CNTWKYMA	3	GNVLKYMA	3	LSVLKYCW	2
COTNKYMA	3	GRACKYMA	3	LSVLKYFC	2
CRBNKYMA	2	GRTWKYMA	2	LSVLKYHA	2
CRBOKYMA	3	GTHRKYMA	3	LSVLKYJT	2
CRLSKYMA	3	HABTKYMA	3	LSVLKYOA	2
CRTNKYMA	3	HANSKYMA	3	LSVLKYSH	1

(N)

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3. SERVICE AREAS (continued)

3.4 AT&T CLLI's and Rate Groups (continued)

CLLI	Rate Group	CLLI	Rate Group	CLLI	Rate Group
LSVLKYSL	1	OWTNKYMA	3	SNTNKYMA	3
LSVLKYSM	1	PARSKYMA	3	SPFDKYMA	3
LSVLKYTS	1	PDCHKYIP	2	SRGHKYMA	3
LSVLKYVS	2	PDCHKYLO	2	SSVLKYMA	3
LSVLKYWE	1	PDCHKYMA	1	STCHKYMA	3
LSVMKYCY	1	PDCHKYRL	2	STFRKYMA	3
LVMRKYMA	3	PIVLKYMA	3	STGRKYMA	3
MACEKYMA	3	PKVLKYGV	2	STNLKYMA	3
MARNKYMA	3	PKVLKYMA	2	STONKYMA	3
MARTKYMA	3	PKVLKYMT	3	STRGKYMA	3
MCCRKYMA	2	PLRGKYMA	3	SWSNKYMA	3
MCDNKYMA	3	PMBRKYMA	3	SYMSKYMA	2
MCWLKYMA	3	PNTHKYMA	3	TRENKYMA	3
MDBOKYMA	2	PNVLKYMA	2	TYVLKYMA	3
MDVIKYMA	2	PRBGKYES	3	UTICKYMA	3
MGFDKYMA	3	PRTNKYES	3	VIRGKYMA	3
MGTWKYMA	3	PRVDKYMA	3	WACOKYMA	3
MLBGKYMA	3	PRVLKYMA	3	WDBNKYMA	2
MLTNKYMA	3	PTRYKYMA	3	WDDYKYMA	3
MRGPKYMA	3	RBRDKYMA	3	WHBGKYMA	3
MRRYKYMA	2	RCMDKYMA	2	WHVLKYMA	3
MTEDKYMA	3	RLVLKYMA	3	WLBGKYMA	3
MTSTKYMA	3	RSTRKYES	2	WLCKKYES	3
MYFDKYMA	2	SCRMKYMA	3	WLVLKYMA	3
MYVLKYMA	1	SDVLKYMA	3	WNCHKYMA	2
NEBOKYMA	3	SEBRKYMA	3	WNCHKYPV	3
NEONKYES	3	SHGVKYMA	3	WRFDKYMA	3
NRVLKYMA	3	SHVLKYMA	2	WSBGKYMA	3
NWHNKYMA	3	SLGHKYMA	3	WSPNKYMA	3
OKGVKYES	2	SLPHKYMA	3	WTVYKYMA	2
OWBOKYMA	1	SLVSKYMA	3	WYLDKYES	3

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3. SERVICE AREAS (continued)

3.5 Windstream Kentucky East CLLI's and Calling Exchanges

CLLI	Calling Exchange	CLLI	Calling Exchange	CLLI	Calling Exchange
ALBYKYXA	3	FMBGKYXA	3	MDWYKYXA	4
ARTNKYXA	1	GRSNKYXA	1	MLBNKYXA	1
ASLDKYXA	5	GMTWKYXA	1	MNTIKYXA	2
AGSTKYXA	3	GLSGKYXA	4	MRHDKYXA	2
BBVLKYXA	2	GYSNKYXA	2	MTOLKYXA	3
BRWLKYXA	1	GNBGKYXB	2	MTVRKYAI	1
BESPKYXA	3	GNUPKYXA	4	NANCKYXA	3
BEREKYXA	3	HZRDKYXA	2	NCVLKYXA	4
BRVLKYXA	2	HLBOKYXA	1	OLHLKYXA	3
BRHDKYXA	1	HGVLKYXA	3	ONEDKYXA	3
BKVLKYXA	3	HTVLKYXE	2	OWVLKYXA	3
BWVLKYXA	1	IRVNKYXA	1	PNLCKYXE	3
BTVLKYXA	3	JNKNKYXA	2	PRCYKYXA	4
BSVLKYXA	3	JHVLKYXA	3	RSSLKYXB	4
BRSDKYXA	3	LNCSKYXA	3	SLLCKYXA	1
CLCTKYXA	2	LBNNKYXA	1	SCHLKYXA	3
CMVLKYXA	3	LTFDKYXA	2	SCVLKYXA	3
CYVLKYXA	3	LWGMKYXA	3	SHBGKYXA	3
CTBGKYXA	4	LXTNKYUK	5	SOVLKYXA	3
CECLKYXA	3	LXTNKYXA	5	SMLDKYXA	1
CKSNKYXA	2	LXTNKYXB	5	SMGVKYXA	4
CLMAKYXA	2	LXTNKYXC	5	SHDNKYXA	3
CLMBKYXA	1	LXTNKYXD	5	SMRTKYXA	3
CMLDKYXA	2	LXTNKYXE	5	SSHRKYXA	4
DOVRKYXA	3	LXTNKYXF	5	TLBOKYXA	3
EBRNKYAC	3	LXTNKYXG	5	TMVLKYXA	3
EZTWKYXA	4	LBRTKYXA	2	UNTWKYXA	1
EZTWKYXA	2	LVTNKYXA	1	VNBGKYXA	3
EBNKKYXA	4	LONDKYXA	3	VRSLKYXA	4
EVRSKYXA	2	LRTTKYXA	1	VICCKYXA	2
EWNGKYXA	3	MMCVKYXA	3	WASHKYXA	3
FBSHKYXA	3	MNCHKYXA	2	WHLLKYXA	3
FRNLKYXA	2	MYLCKYXA	3	WLMRKYXA	4
FLLCKYXA	3	MEDSKYXA	4		

(N)

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4. SERVICES

4.1 Exchange Access Lines – **Reserved for Future Use**

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4. SERVICES (continued)

4.1 Exchange Access Lines (continued) – **Reserved for Future Use.**

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4. SERVICES (continued)

4.1 Exchange Access Lines (continued) – **Reserved for Future Use.**

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4. SERVICES (continued)

4.1 Exchange Access Lines (continued)

4.1.1. Hunting Line Services

A. Rates and Charges (4)

	Monthly (1)	12 Month (1)	24 Month (1)	
Business Line (2)				
Series Completion Hunting, per access line				
Rate Group A(3)	$5.00	$5.00	$5.00	(I)
Rate Group A	$5.00	$5.00	$5.00	(I)
Rate Group B	$9.00	$5.00	$5.00	(I)
Rate Group C	$10.00	$5.00	$5.00	(I)
Rate Group D(3)	$5.00	$5.00	$5.00	(I)
Rate Group D	$5.00	$5.00	$5.00	(I)

	Non-recurring Charge
Per order, installation or change	$10.00

B. Rates and Charges

Hunting	Residence	Business	
Rate Group 1, flat	$12.00	$5.25	
Rate Group 2, flat	$1125	$5.25	(I)
Rate Group 3, flat	$8.00	$5.00	(I)
Rate Group 4, flat	$5.00	$5.00	(I)
Rate Group 5, flat	$5.00	$5.00 (5)	
Rate Group 1, measured	$12.00	n/a	
Rate Group 2, measured	$11.25	n/a	
Rate Group 3, measured	$10.20	n/a	
Rate Group 4, measured	$10.00	n/a	
Rate Group 5, measured	$5.70	n/a	

(1) Rates apply per line equipped with Series Completion Hunting.

(2) Birch trunk service is not currently available in Kentucky.

(3) As of October 1, 2003, this charge will only be applied to existing customers.

(4) Effective August 25, 2008, these charges will be grandfathered. See section 4.1 B for new rates.

(5) Unless the customer signs a 3 year agreement.

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4. SERVICES (continued)

4.2 General Exchange Services – **Reserved for Future Use.**

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.1 Birch Basic Business Line (10)

A. Birch Basic Business Line is available within the Rate Group as defined in Section 3 of this Tariff.

B. Charges

Monthly Rates	One Flat Rate 1-Party Line	One Flat Rate 1-Party Line 1-2 lines	One Flat Rate 1-Party Line 1 to 3 lines	One Flat Rate 1-Party Line 4+ lines
Rate Group A (1)	$32.00	$33.00 (2)		
Rate Group A	27.00	28.00 (2)		
Rate Group A-1 (6)	--	--	$31.00	$38.00
Rate Group B	33.00	34.00 (2)		
Rate Group B-1 (7)	33.00	34.00 (2)	--	37.00
Rate Group C	36.00	37.00 (2)		
Rate Group C-1 (8)	36.00	37.00 (2)	--	40.00
Rate Group D (1)	32.00	33.00 (2)		
Rate Group D	27.00 (3)	28.00 (2)		
Rate Group D (4)	29.50	29.50		

12-Month Term Commitment Rates (9)	One Flat Rate 1-Party Line	One Flat Rate 1-Party Line 1 to 3 lines	One Flat Rate 1-Party Line 4+ lines
Rate Group A (1)	$32.00		
Rate Group A	27.00		
Rate Group A-1 (6)	--	$31.00	$38.00
Rate Group B	33.00		
Rate Group B-1 (7)	33.00	--	37.00
Rate Group C	36.00		
Rate Group C-1 (8)	36.00	--	40.00
Rate Group D (1)	32.00		
Rate Group D (5)	27.00		
Rate Group D (4)	29.50		

See footnotes on Sheet No. 70.00.02

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.1 Birch Basic Business Line (continued)

A. Birch Basic Business Line is available within the Rate Group as defined in Section 3 of this Tariff.

B. Charges (continued)

24-Month Term Commitment Rates (9)	One Flat Rate 1-Party Line	One Flat Rate 1-Party Line 1 to 3 lines	One Flat Rate 1-Party Line 4+ lines
Rate Group A (1)	25.00		
Rate Group A	23.50		
Rate Group A-1 (6)	--	$27.50	$34.50
Rate Group B	30.00		
Rate Group B-1 (7)	30.00	--	34.00
Rate Group C	30.00		
Rate Group C-1 (8)	30.00	--	34.00
Rate Group D (1)	25.00		
Rate Group D (5)	23.50		
Rate Group D (4)	26.00		

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. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.1 Birch Basic Business Line (continued)

A. Birch Basic Business Line is available within the Rate Group as defined in Section 3 of this Tariff.

B. Charges (continued)

Footnotes for Birch Basic Business Lines - Monthly Rates, 12-Month Term Commitment Rates and 24-Month Term Commitment Rates:

(1) As of October 1, 2003, this charge will only be applied to existing customers.
(2) Effective March 1, 2004, these rates will apply only to existing 1-2 line customers who sign up on or after March 1, 2004 and prior to April 30, 2005.
(3) This rate applies to the existing lines of all existing Customers and Customers who signed up for service on or after October 1, 2003 and prior to April 30, 2005.
(4) These rates will apply to all lines converted, installed, moved or added to existing service on or after April 30, 2005.
(5) This rate is applicable to the existing lines of all existing Customers with a Term Commitment prior to April 30, 2005.
(6) Rate Group A-1 comprises lines in CLLIs LGRNKYES and WSPNKYMA, for which the rates shown will be effective June 1, 2005 for existing lines of all existing Customers on Birch service as of April 29, 2005. All other pricing remains the same as for Rate Group A, as applicable.
(7) Rate Group B-1 comprises lines in CLLIs WNCHKYPV and BWLGKYRV, for which the rates shown will be effective June 1, 2005 for existing lines of all existing Customers on Birch service as of April 29, 2005. All other pricing remains the same as for Rate Group B, as applicable.
(8) Rate Group C-1 comprises lines in CLLIs ALLNKYMA, BVDMKYMA,. BNTNKYMA, BRMNKYMA, BRGNKYMA, CADZKYMA, CMBGKYMA, CRTNKYMA, FLTNKYMA, CLAYKYMA, CLTNKYES, CLPTKYMA, HDBGKYMA, CYNTKYMA, DWSPKYES, DRBOKYES, EDVLKYMA, ELCYKYES, EKTNKYMA, ENSRKYMA, FDCKKYES, FKLNKYMA, FEBRKYMA, FLTNKYMA, GBVLKYMA, GNVLKYMA, GTHRKYMA, HABTKYMA, HANSKYMA, HDBGKYMA, HRFRKYMA, HCMNKYMA, INEZKYMA, ISLDKYMA, JLLCTNMA, JNCYKYMA, LRBGKYMA, LBJTKYMA, PARSKYMA, LVMRKYMA, MACEKYMA, SPFDKYMA, MARNKYMA, MARTKYMA, FEBRKYMA, MCWLKYMA, SPFDKYMA, MGFDKYMA, MGTWKYMA, MRGPKYMA, MTSTKYMA, NEONKYES, NWHNKYMA, PARSKYMA, NRVLKYMA, PARSKYMA, PLRGKYMA, PRTNKYES, PRVDKYMA, RLVLKYMA, SCRMKYMA, SEBRKYMA, SSVLKYMA, WSNKYMA, SPFDKYMA, STGRKYMA, STFRKYMA, SNTNKYMA, STONKYMA, STRGKYMA, SLPHKYMA, VIRGKYMA, WLCKKYES, FLTNKYMA, WYLDKYES, WHBGKYMA, and WHVLKYMA, for which the rates shown will be effective June 1, 2005 for existing lines of all existing Customers on Birch service as of April 29, 2005. All other pricing remains the same as for Rate Group C, as applicable.
(9) Due to the rate increases for certain lines subject to 12- and 24-month terms, the affected Customers are released from their term obligations.
(10) Effective August 25, 2008, this product will no longer be offered.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.1 Birch Basic Business Line (continued) (4)

B. Charges (continued)

Non-Recurring Charges

	Business
Custom work order	(2)
Establish dual service – Basic Line	$30.00
Expedited service charge	$25.00
Feature add/change	$20.00
Hunting add/change	$10.00
Invoice change	$10.00
Move, per line	$73.00
Move, per line (3)	$22.00
Installation of new line (1)	$73.00
Installation of new line (1)(3)	$22.00
Transfer of service	$10.00
Service change, all other, per line	$20.00
Telephone number change	$48.00
Telephone number search, 1st 20 set free	$15.00

(1) Installation charges on account will be waived when service is converted from Customer's current local exchange carrier to Birch. The charge will apply for new Birch trunks added at the time service is converted, and thereafter, for new Birch trunks ordered without converting existing local exchange carrier service, for new service and a move of service..

(2) Custom work is that of a non-routine nature, involving construction, removal, repair, rearrangement or other activities, required to establish and /or maintain local service required of the Company by the Customer. Customer must agree to the charges provided by the Company prior to the work beginning.

(3) The additional non-recurring charge is only applicable when two or more lines are ordered at the time Birch service is established . The additional non-recurring charge is applied only to lines beyond the first one line ordered. The customer's invoice will show a discount per additional line ordered.

(4) Effective August 25, 2008, this product will no longer be available.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.1. Birch Basic Business Line and Trunk (5)

B. Feature List

Any of the following calling features may be added to the Birch Basic Business Line. The following rates apply only when these calling features are added to the Birch Basic Business Line.

(M)

See Footnotes on Sheet No. 71.1

(M) Content moved to Section 4.2.16 of this tariff.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.2 Birch Basic Business Line (continued)

Footnotes–Business Rates & Charges—Calling Features

(1) This rate is inclusive of the Cancel Call Waiting option where available.

(2) Caller ID with Name and Number—Caller ID with Name and Number (Caller ID) enables the terminating Customer to identify the calling party by displayed name and/or number before the call is answered. Caller ID Customers must provide and connect their own compatible CPE.
Line blocking for the delivery of the calling name and/or number is available upon request, at no charge, to the following entities and their employees/volunteers, for lines over which the official business of the agency is conducted including those at the residences of employees/volunteers, where an executive officer of the agency registers with the Company a need for blocking; (a) private, nonprofit, tax-exempt, domestic violence intervention agencies and (b) federal, state and local law enforcement agencies.
The Company shall not be liable for any claims for damages caused or claimed to have been caused, directly or indirectly, by the transmission to a Caller ID customer of a name or telephone number which the calling party or the Caller ID customer finds erroneous, offensive, embarrassing, or misleading for any reason, including but not limited to the way in which the calling party's name has been abbreviated. Telephone calling party name and/or number (CPN) information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

(3) One Call Forwarding feature is applicable per line/trunk arranged.

(4) One Simultaneous Call Forwarding feature and one Call Forwarding feature are applicable per line/trunk (non-hunting) used to establish connection.

(5) Effective August 25, 2008, this product will no longer be offered.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.2 Birch Basic Business Line (continued) (1)

C. (D)

(1) Effective August 25, 2008, this product will no longer be offered.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.3 Birch 3 Feature Value Package (2)

Birch 3 Feature Value Package is available within the Exchange Area as defined in Section 3 of this Tariff.

	Monthly Rate	Non recurring Charge	
Any three features from the Birch 3 Feature Value Package Feature List below.	$11.95	$10.00	(I)

Any of the following calling features may be added to the Birch 3 Feature Value Package. The following rates apply only when these calling features are added to the Birch 3 Feature Value Package. To add calling features to any other service, please refer to Section 4.2.2 for applicable rates.

Birch 3 Feature Value Package Feature List
Anonymous Call Reject
Auto Redial
Call Blocker
Call Forwarding-Variable
Call Forwarding-Busy Don't Answer
Caller ID Name & Number
Call Return
Call Waiting
Priority Call
Remote Access to Call Forwarding
Selective Call Forwarding
Simultaneous Call Forwarding
Speed Calling 30
Three Way Calling

(1) Non recurring charge applies per Package Order or Change.
(2) Effective August 25, 2008 this product can no longer be ordered.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.4 Birch 7 Feature Value Package (2)

Birch 7 Feature Value Package is available within Exchange Area as defined in Section 3 of this Tariff.

	Monthly Rate	Non recurring Charge	
Any seven features from the Birch 7 Feature Value Package Feature List	$17.95	$10.00	(I)

Any of the following calling features may be added to Birch 7 Feature Value Package. The following rates apply only when these calling features are added to the Birch 7 Feature Value Package. To add calling features to any other service, please refer to Section 4.2.2 for applicable rates.

Birch 7 Feature Value Package Feature List

Anonymous Call Reject
Auto Redial
Call Blocker
Call Forwarding-Variable
Call Forwarding-Busy Don't Answer
Caller ID Name & Number
Caller ID on Call Waiting
Caller ID with Options
Call Return
Call Transfer Disconnect
Call Waiting
Distinctive Ring 2nd and 3rd
Priority Call
Remote Access to Call Forwarding
Selective Call Forwarding
Simultaneous Call Forwarding
Speed Calling 30
Three Way Calling

(1) Non recurring charge applies per Package Order or Change.
(2) Effective August 25, 2008, this product can no longer be ordered.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.5 Birch Freedom Pack Essentials Bundle (8)

A. Freedom Pack Essentials Bundle is equipped with:

Basic Residential/Business Line (1)
Countless Features (2)
Hunting
800 Minutes Long Distance Block of Time (6)
One Birch Integrated Voicemail with Mobile Alert (7)

Monthly Recurring Charge
Rate Group

A	B	C	D
$33.50	$40.00	$40.00	$36.00

B. Birch Long Distance Call Block for Freedom Pack Essentials Bundle:

Block of Time per Month	Overage Usage Rate per Minute
800 Minutes	Included in bundle
Additional Minutes	$.059

B. Birch Freedom Pack Essentials Non-Recurring Charges:

Installation of new service:	
Residential Line – Birch	$50.00
Business Line – Birch	$73.00
Line Move/Change:	
Residential Line – Birch	$50.00
Business Line – Birch	$73.00
Feature(s) Add/Delete/Change	$20.00
Class of service change	$25.00
Hunting Add/Change	$10.00
Establish Dual Service:	
Residential Line – Birch	$19.00
Business Line – Birch	$30.00
Expedited service charge	$25.00
Invoice change	$10.00
Service change, all other, per line	$20.00
Telephone number change	$48.00
Telephone number search, 1st 20 free	$15.00
Transfer of service	$10.00

See Footnotes on Sheet No. 74.3

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4. SERVICES (continued)

4.2. General Exchange Services (continued)

4.2.5 Birch Freedom Pack Essentials Bundle (continued)

C. Birch Freedom Pack Essentials Feature List:

Anonymous Call Rejection (3) (4)
Auto Redial
Call Blocker
Call Forward Busy/No Answer
Call Forward
Call Return
Call Waiting
Call Waiting ID Options (5)
Caller ID
Distinctive Ring
Distinctive Ring Additional
Priority Call
Remote Access to Call Forward (3)
Selective Call Forward
Simultaneous Call Forward
Speed Call 8
Speed Call 30
Three Way Calling
Toll Restriction

See Footnotes on Sheet No. 74.3

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.5 Birch Freedom Pack Essentials Bundle (continued)

D. Footnotes for Birch Freedom Pack Essentials Bundle:

(1) Freedom Pack Essentials, effective December 21, 2006, will be the only services available to business and residential customers.

All customers will be required to sign a 24 month term agreement.

Early Termination Fees are calculated using the following formula:
50% x (Line rate x Number of lines) x Months Remaining

All eligible lines at the service location must be included in bundle.

(2) Customers may accept or decline the feature(s); however, declining the feature(s) will not reduce the package monthly rate.

(3) The availability of certain features depends on ILEC feature availability.

(4) Some features are only available to residential customers.

(5) Some features are only available to business customers.

(6) Long Distance Block of Time allotment applies to all domestic 1+ direct dialed minutes of use.

Free long distance is only applicable to standard outbound domestic long distance only, originating from Birch customer to the 50 US States and US territories (Puerto Rico, Guam, USVI, No. Marianas). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.

Customer may choose to use another carrier for their long distance purposes; however, declining the Birch long distance will not reduce the package monthly rate.

(7) An additional charge will apply when adding extensions to Birch Integrated Voicemail. There is a minimum of 4 extensions, and a maximum of 20 extensions per voicemail box.

First 4 extensions	Each additional extension up to 20
$2.00	$2.00 each

(8) Effective August 25, 2008, new lines of Freedom Pack Essentials are only available at locations where the customer already has existing lines of the service. From the same date, physical moves of lines of this service will not be available.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.5 Birch*ual* Office Service

Birch*ual* Office Service is a service whereby calls placed to a business customer's telephone number (the Birch*ual* Office number) in one exchange are automatically forwarded to a telephone number (the terminating number) in another exchange. The Birch*ual* Office number does not involve telephone equipment, a physical location, or manual input to initiate the forwarding of calls to the terminating number. When a Birch*ual* Office number is called, it is intercepted at the local central office and automatically routed to whatever terminating number the customer designates. The forwarded calls can be local or toll, depending on the type of service to which the customer subscribes. The Birch*ual* Office customer is responsible for any local usage or toll charges incurred between the customer's Birch*ual* Office number and the terminating number.

The Birch*ual* Office number includes one path, which allows for one call to be forwarded at a time. Additional paths can be ordered to allow additional calls to be forwarded simultaneously.

Birch*ual* Office Service is available to Birch business customers only.

Birch*ual* Office Service is available in the following packages:

- Local Birch*ual* Office Service
- Long Distance Birch*ual* Office Service

A. Local Birch*ual* Office Service

- The Birch*ual* Office number and the terminating number are within the same local calling area.
- Unlimited local calling will be allowed between the Birch*ual* Office number and the terminating number.

	Monthly Rate	Service Charge (1)
Local Birch*ual* Office, with one path	$18.50	$15.00
Additional Local Path	18.50	15.00

See Sheet No. 75.2 for footnotes.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.5 Birch*ual* Office Service (continued)

B. Long Distance Birch*ual* Office Service (2)(3)

- The Birch*ual* Office number and the terminating number are not within the same local calling area and the Birch*ual* Office number forwards to the terminating number outside of the local calling area.
- Applicable toll charges will be incurred.

	Monthly Rate	Service Charge (1)
Long Distance Birch*ual* Office, with one path	$18.50	$15.00
Additional Long Distance Path	18.50	15.00

C. Regulations

1. A Birch*ual* Office number cannot terminate on a public or semi-public service (coin telephone).
2. Birch*ual* Office Service does not provide caller identification of the originating number to the terminating number.
3. A Birch*ual* Office number is not suitable for data transmission.
4. The Birch*ual* Office path is not released when the call is forwarded.
5. Birch*ual* Office Service is subject to the availability of facilities.
6. Birch*ual* Office Service cannot be suspended (vacation service).
7. Calls will only be allowed to be forwarded to a business line.
8. Collect and third-party calls will be billed to the Birch*ual* Office number.
9. Custom calling features are not available on a Birch*ual* Office number.
10. The Birch*ual* Office number cannot terminate to another such number, whether a Birch*ual* Office number or the same such service of another service provider.
11. Call Forward Variable should not be offered on the terminating line. Customers are allowed to have Call Forward Busy/No Answer on the terminating number for voice mail purposes.
12. Birch*ual* Office can terminate to a distinctive ring number. The distinctive ring number must be different than the Birch*ual* Office number.
13. Birch*ual* Office may only be used for the communications of a single end use. It may not be used to aggregate the long distance communications of multiple end users for resale or to provision communications services for others.

See Sheet No. 75.2 for footnotes.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.5 Birch*ual* Office Service (continued)

D. Directory Listing

One listing in the directory covering the exchange in which the Birch*ual* Office number is located i provided without additional charge. Additional listings and other Directory Listing products may b purchased for the Birch*ual* Office number.

(1) The Service Charge applies to an order for new Birch*ual* Office Service, to change the Birch*ual* Office number, change the number to which the number is forwarded, and to add additional paths, whether ordered at the time o conversion of service or on a subsequent order. Only one Service Charge will apply per request, regardless of th number of additions or changes made by the request. The Service Charge will not apply to convert the service ar its existing path(s) to Birch or on outside moves of customer's other service if there is no Birch*ual* Office numbe terminating number change.

(2) The customer may select Birch long distance service, or another long distance carrier from the Birch-approved l distance carrier list, to carry the traffic from the Birch*ual* Office number to the terminating number. When Birc selected as customer's long distance carrier for service other than its Birch*ual* Office Service, as well as for its Birch*ual* Office Service, the Birch*ual* Office number long distance usage will be invoiced at the customer's plan rate, as applicable, and any usage will contribute to the customer's volume commitment, if any. When Birch is selected as the customer's long distance carrier for its Birch*ual* Office Service only, the default Birch long distar rate, as set forth in the Company's Interexchange Tariff, KY P.S.C. No. 2, in Section 5.4.1, will apply to any lon distance usage billed.

(3) All Rules and Regulations found in the Company's Interexchange Tariff, KY P.S.C. No. 2, will apply to long distance services.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.6 Birch Price Protection Plan (1)

A. Birch offers optional discounts for Customers that agree to a term commitment of 24 months. Customer is eligible for Price Protection Plan ("PPP") term pricing only where Customer has a minimum of three Birch Basic Business Lines within an account. The 24-month commitment also qualifies Customers for an Interexchange Service discount and a separate 12-month discount is also available for Interexchange Services as provided in Birch's KY P.S.C. Tariff No. 2.

B. Customers subscribing to the PPP must commit to a written term service agreement in a form designated by Birch, which shall include, without limitation, Customer's term selection.

C. The term will commence on the billing date for the first new line or the first billing date after Customer executes a term service agreement if the service is currently being provided to Customer.

D. All rules, regulations, fees, charges, taxes and surcharges normally applicable to Birch Basic Business Line and Trunk services shall apply. Any charges in any proposal or quotation are exclusive of taxes and surcharges. Term pricing may not be combined with any other offer.

E. If monthly term rates as specified in Section 4.2.1 decrease during the term period, Customer may elect to obtain the new rates by executing a new term service agreement with the new rates, with a new term commencement date, and an agreement to the same or greater commitment term period.

F. For Customers who establish a term service agreement, monthly Birch Basic Business Lines rates will not change as a result of a Birch-initiated increase; however, if a Local Exchange Rate Group Reclassification occurs, as set forth in this Tariff, an adjustment for the remaining term of the term service agreement will be made.

G. If Customer disconnects Services or otherwise terminates its term service agreement prior to the end of the current term for any reason except for a failure by Birch to meet the terms of the Term Customer Service Level Objectives specified below, Customer agrees on the next monthly invoice to pay a termination charge as liquidated damages and not as a penalty, equal to the greater of:

1. $50.00 per terminated line, or
2. $10.00 per terminated line multiplied by the number of months remaining in the current term.

H. Customer may add or terminate new voice lines without termination liability, provided that Customer maintains service to its primary billed telephone number for the remainder of the term commitment and remits payment for any applicable charges, surcharges and fees.

See footnotes on Sheet No. 76.2.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.6 Birch Price Protection Plan (continued)

I. The following Service Level Objectives apply to the PPP only, and are subject to all other provisions of this Tariff, including specifically but without limitation, any and all limitations of liability. Birch will use commercially reasonable efforts to provide Services in accordance with the following Service Level Objectives:

1. Complete loss of Service caused solely by a Birch network problem will be remedied within 8 business hours from Customer notification to Birch Network Maintenance ("BNM").

2. Partial loss of Service caused solely by a Birch network problem will be remedied within 12 business hours from notification to BNM.

3. Noise or static caused solely by a Birch network problem will be remedied within 16 business hours from notification to BNM.

J. As Customer's sole remedy for any failure to meet any of the above Service Level Objectives, unless such Service Level Objective is caused by an event outside the reasonable control of Birch, any event of force majeure, or any failure resulting from facilities, inside wiring or equipment of Customer or third parties, Customer may terminate its term commitment obligation without incurring termination liability. If Customer continues to use Birch service following any such notice of termination, Customer may continue to receive term pricing and pricing update notices.

K. A Service Level Objective failure shall be deemed to commence upon the opening of a trouble ticket with BNM, as requested by Customer, and shall be deemed to terminate upon the clearing of the same trouble ticket. No failure shall be deemed to have occurred unless Customer has provided reasonable assistance in an effort to diagnose the reported problem. Reasonable assistance includes, but is not limited to, requesting the opening of a trouble ticket from BNM promptly, providing Birch access to Customer's premises, if necessary, and assisting Birch with problem identification and resolution.

L. Customer shall be responsible at all times for the proper installation, operation and maintenance of any Customer-provided equipment used in connection with the Services. In addition, Customer shall ensure that all such equipment is technically and operationally compatible with the Services and in compliance with applicable laws and regulations.

M. If Customer relocates to another location in a Birch market where the same Services are available, Customer may transfer Services to the new location if the new Services equal or exceed the number of lines at the old location, upon payment of installation charges for the new location, if applicable; however, rates may vary by location, and Customer's rates may increase.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.6 Birch Price Protection Plan (continued)

N. Services are for Customer's use only and may not be resold, and the term service agreement may not be transferred or assigned, by operation of law or otherwise, without Birch's prior written approval. Any attempted assignment or transfer without Birch's prior written approval shall be void.

O. In the event a governmental agency determines the term service agreement violates any law, rule or regulation, Birch shall have the option of terminating the term service agreement without further obligation to Customer or revising such agreement to comply with such law, rule or regulation.

(1) Effective August 25, 2008, this service is no longer offered.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.7 BirchNet Value Line:

A. BirchNet Value Line is equipped with:

Basic Line (1) (2) (D)

B. Business - Rates and Charges

1. Monthly Recurring Charges – AT&T CLLI's (8)

CLLI	BirchNet Value Line 12 Month	BirchNet Value Line 24/36 Month	CLLI	BirchNet Value Line 12 Month	BirchNet Value Line 24/36 Month
ALLNKYMA	$64.95	$63.95	CYDNKYMA	$64.95	$63.95
AURRKYMA	$64.95	$63.95	CYNTKYMA	$64.95	$63.95
BDFRKYMA	$64.95	$63.95	DAVLKYMA	$42.95	$38.95
BGDDKYMA	$64.95	$63.95	DIXNKYMA	$64.95	$63.95
BLFDKYMA	$64.95	$63.95	DRBOKYES	$64.95	$63.95
BLSPKYMA	$64.95	$63.95	DWSPKYES	$64.95	$63.95
BNLYKYMA	$64.95	$63.95	EDVLKYMA	$64.95	$63.95
BNTNKYMA	$64.95	$63.95	EKTNKYMA	$64.95	$63.95
BRGNKYMA	$64.95	$63.95	ELCYKYES	$64.95	$63.95
BRMNKYMA	$64.95	$63.95	EMNNKYES	$64.95	$63.95
BRTWKYES	$42.95	$38.95	EMNNKYPL	$64.95	$63.95
BVDMKYMA	$64.95	$63.95	ENSRKYMA	$64.95	$63.95
BWLGKYMA	$42.95	$38.95	ERTNKYMA	$42.95	$38.95
BWLGKYRV	$64.95	$63.95	FDCKKYES	$64.95	$63.95
BYVLKYMA	$64.95	$63.95	FDVLKYMA	$64.95	$63.95
CADZKYMA	$64.95	$63.95	FEBRKYMA	$64.95	$63.95
CHPLKYMA	$64.95	$63.95	FKLNKYMA	$64.95	$63.95
CLAYKYMA	$64.95	$63.95	FLTNKYMA	$64.95	$63.95
CLHNKYMA	$64.95	$63.95	FNVLKYMA	$64.95	$63.95
CLPTKYMA	$64.95	$63.95	FORDKYMA	$64.95	$63.95
CLTNKYES	$64.95	$63.95	FRDNKYMA	$64.95	$63.95
CMBGKYMA	$64.95	$63.95	FRFTKYES	$42.95	$38.95
CNCYKYMA	$42.95	$38.95	FRFTKYMA	$42.95	$38.95
CNTNKYMA	$64.95	$63.95	GBVLKYMA	$64.95	$63.95
CNTWKYMA	$64.95	$63.95	GHNTKYMA	$64.95	$63.95
COTNKYMA	$64.95	$63.95	GNVLKYMA	$64.95	$63.95
CRBNKYMA	$42.95	$38.95	GRACKYMA	$64.95	$63.95
CRBOKYMA	$64.95	$63.95	GRTWKYMA	$42.95	$38.95
CRLSKYMA	$64.95	$63.95	GTHRKYMA	$64.95	$63.95
CRTNKYMA	$64.95	$63.95	HABTKYMA	$64.95	$63.95

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.7 BirchNet Value Line: (continued)

B. Rates and Charges (continued)

1. Monthly Recurring Charges – AT&T CLLI's (continued)

CLLI	BirchNet Value Line 12 Month	BirchNet Value Line 24/36 Month	CLLI	BirchNet Value Line 12 Month	BirchNet Value Line 24/36 Month
HANSKYMA	$64.95	$63.95	LVMRKYMA	$64.95	$63.95
HBVLKYMA	$64.95	$63.95	MACEKYMA	$64.95	$63.95
HCMNKYMA	$64.95	$63.95	MARNKYMA	$64.95	$63.95
HDBGKYMA	$64.95	$63.95	MARTKYMA	$64.95	$63.95
HNSNKYMA	$42.95	$38.95	MCCRKYMA	$42.95	$38.95
HPVLKYMA	$42.95	$38.95	MCDNKYMA	$64.95	$63.95
HRBGKYES	$64.95	$63.95	MCWLKYMA	$64.95	$63.95
HRFRKYMA	$64.95	$63.95	MDBOKYMA	$42.95	$38.95
HRLNKYMA	$64.95	$63.95	MDVIKYMA	$42.95	$38.95
HWVLKYMA	$64.95	$63.95	MGFDKYMA	$64.95	$63.95
INEZKYMA	$64.95	$63.95	MGTWKYMA	$64.95	$63.95
ISLDKYMA	$64.95	$63.95	MLBGKYMA	$64.95	$63.95
JCSNKYMA	$64.95	$63.95	MLTNKYMA	$64.95	$63.95
JNCYKYMA	$64.95	$63.95	MRGPKYMA	$64.95	$63.95
KKVLKYMA	$64.95	$63.95	MRRYKYMA	$42.95	$38.95
LBJTKYMA	$64.95	$63.95	MTEDKYMA	$64.95	$63.95
LFYTKYMA	$64.95	$63.95	MTSTKYMA	$64.95	$63.95
LGRNKYES	$64.95	$63.95	MYFDKYMA	$42.95	$38.95
LOUSKYES	$42.95	$38.95	MYVLKYMA	$42.95	$38.95
LRBGKYMA	$64.95	$63.95	NEBOKYMA	$64.95	$63.95
LSVLKY26	$42.95	$38.95	NEONKYES	$64.95	$63.95
LSVLKYAN	$42.95	$38.95	NRVLKYMA	$64.95	$63.95
LSVLKYAP	$42.95	$38.95	NWHNKYMA	$64.95	$63.95
LSVLKYBE	$42.95	$38.95	OKGVKYES	$42.95	$38.95
LSVLKYBR	$42.95	$38.95	OWBOKYMA	$42.95	$38.95
LSVLKYCW	$42.95	$38.95	OWTNKYMA	$64.95	$63.95
LSVLKYFC	$42.95	$38.95	PARSKYMA	$64.95	$63.95
LSVLKYHA	$42.95	$38.95	PDCHKYIP	$42.95	$38.95
LSVLKYJT	$42.95	$38.95	PDCHKYLO	$42.95	$38.95
LSVLKYOA	$42.95	$38.95	PDCHKYMA	$42.95	$38.95
LSVLKYSH	$42.95	$38.95	PDCHKYRL	$42.95	$38.95
LSVLKYSL	$42.95	$38.95	PIVLKYMA	$64.95	$63.95
LSVLKYSM	$42.95	$38.95	PKVLKYGV	$42.95	$38.95
LSVLKYTS	$42.95	$38.95	PKVLKYMA	$42.95	$38.95
LSVLKYVS	$42.95	$38.95	PKVLKYMT	$64.95	$63.95
LSVLKYWE	$42.95	$38.95	PLRGKYMA	$64.95	$63.95
LSVMKYCY	$42.95	$38.95	PMBRKYMA	$64.95	$63.95

(N)

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.7 BirchNet Value Line: (continued)

B. Rates and Charges (continued)

1. Business-Monthly Recurring Charges – AT&T CLLI's (continued)* (C)

CLLI	BirchNet Value Line 12 Month	BirchNet Value Line 24/36 Month	CLLI	BirchNet Value Line 12 Month	BirchNet Value Line 24/36 Month
PNTHKYMA	$64.95	$63.95	STGRKYMA	$64.95	$63.95
PNVLKYMA	$42.95	$38.95	STNLKYMA	$64.95	$63.95
PRBGKYES	$64.95	$63.95	STONKYMA	$64.95	$63.95
PRTNKYES	$64.95	$63.95	STRGKYMA	$64.95	$63.95
PRVDKYMA	$64.95	$63.95	SWSNKYMA	$64.95	$63.95
PRVLKYMA	$64.95	$63.95	SYMSKYMA	$42.95	$38.95
PTRYKYMA	$64.95	$63.95	TRENKYMA	$64.95	$63.95
RBRDKYMA	$64.95	$63.95	TYVLKYMA	$64.95	$63.95
RCMDKYMA	$42.95	$38.95	UTICKYMA	$64.95	$63.95
RLVLKYMA	$64.95	$63.95	VIRGKYMA	$64.95	$63.95
RSTRKYES	$42.95	$38.95	WACOKYMA	$64.95	$63.95
SCRMKYMA	$64.95	$63.95	WDBNKYMA	$42.95	$38.95
SDVLKYMA	$64.95	$63.95	WDDYKYMA	$64.95	$63.95
SEBRKYMA	$64.95	$63.95	WHBGKYMA	$64.95	$63.95
SHGVKYMA	$64.95	$63.95	WHVLKYMA	$64.95	$63.95
SHVLKYMA	$42.95	$38.95	WLBGKYMA	$64.95	$63.95
SLGHKYMA	$64.95	$63.95	WLCKKYES	$64.95	$63.95
SLPHKYMA	$64.95	$63.95	WLVLKYMA	$64.95	$63.95
SLVSKYMA	$64.95	$63.95	WNCHKYMA	$42.95	$38.95
SNTNKYMA	$64.95	$63.95	WNCHKYPV	$64.95	$63.95
SPFDKYMA	$64.95	$63.95	WRFDKYMA	$64.95	$63.95
SRGHKYMA	$64.95	$63.95	WSBGKYMA	$64.95	$63.95
SSVLKYMA	$64.95	$63.95	WSPNKYMA	$64.95	$63.95
STCHKYMA	$64.95	$63.95	WTVYKYMA	$42.95	$38.95
STFRKYMA	$64.95	$63.95	WYLDKYES	$64.95	$63.95

2. Business Monthly Recurring Charges – Windstream Kentucky East CLLI's** (C)

	RATES		
CLLI	12-Month	24-Month	36-Month
UNTWKYXA	$42.95	$39.95	$39.95
All other CLLI's	$69.95	$66.95	$66.95

*See Section 3.4 on 4th Revised Sheet No. 53 for list of CLLI's and Rate Groups.
**See Section 3.5 on 6th Revised Sheet No. 55 for the list of CLLI's and Calling Exchanges.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.7 BirchNet Value Line: (continued)

B. Rates and Charges (continued)

3. Non- Recurring Charges are located in Section 4.2.10.
4. Birch Long Distance Rates for BirchNet Value Line:

Rate Per Minute	Business	Residential	
			(N)
In Contract Minutes	$.069	$.069	(C)
No Contract Minutes	$.075	$.075	(N)

i. Long distance is only applicable to standard outbound domestic long distance only, originating from Birch customer to the 50 US States, and US territories (Puerto Rico, Guam, USVI, No. Marianas, American Samoa). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.
ii. Toll Free service is available with this product see "Toll Free Service" in a later section for rates.

C. Optional Calling Features

Features Offered on a Usage Sensitive Basis

The Customer will be billed the Per Feature Activation Charge shown in the following table each time the feature is used by the Customer. Customers may subscribe to these features on a monthly basis to obtain unlimited use of the feature for a fixed monthly charge.

(M) Rates Moved to Section 4.2.17 (M) (D)

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.7 BirchNet Value Line: (continued)

D. BirchNet Value Line - Feature List (4) (5)

Any of the following calling features may be added to the BirchNet Value Line. The following rates apply only when these calling features are added to the BirchNet Value Line.

Usage Sensitive Features (USF) such as Auto Redial, Call Return or Three Way Calling may be used on a casual basis as an optional feature. Customers may subscribe to these features to obtain unlimited use of the feature. Calling Number Delivery Blocking is no charge.

E. Footnotes for BirchNet Value Line:

(1) BirchNet Value Line is available to business and residential customers. (C)

All customers will be required to sign a 12, 24 or 36 month term agreement.

Early Termination Fees are calculated using the following formula:
$100 x Months Remaining (Per Location)

The termination fee will apply per location on the original contract or any subsequent renewal of the contract.

Effective upon expiration of the initial or any subsequent term, the contract discount will expire. (N)

All term commitment discounts will be applied on the current invoice as a discount off of the standard monthly recurring charge for service. (N)

(M) Content moved to Section 4.2.16 of this tariff.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.7 BirchNet Value Line: (continued)

E. Footnotes for BirchNet Value Line: (continued)

(2) Product may not be available in all CLLIs. The availability of certain features depends on ILEC feature availability. (C)

(3) Long Distance Rates apply to all domestic 1+ direct dialed minutes of use. Customer may choose to use another carrier for their long distance purposes; however, declining the Birch long distance will not reduce the package monthly rate.

(4) Residential pricing is equal to Birch home Connections and effective August 10, 2010 this product is no longer available for new sales. (N)

(5) An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to BirchNet Value Line. There is a maximum of 20 extensions per voicemail box.

(6) Call Forwarding –Busy Line and Call Forwarding-Don't answer will be provided for customers who add a voicemail service to their BirchNet Value Line.

(7) Caller ID with Name and Number—Caller ID with Name and Number (Caller ID) enables the terminating Customer to identify the calling party by displayed name and/or number before the call is answered. Caller ID Customers must provide and connect their own compatible CPE.

Line blocking for the delivery of the calling name and/or number is available upon request, at no charge, to the following entities and their employees/volunteers, for lines over which the official business of the agency is conducted including those at the residences of employees/volunteers, where an executive officer of the agency registers with the Company a need for blocking; (a) private, nonprofit, tax-exempt, domestic violence intervention agencies and (b) federal, state and local law enforcement agencies. The Company shall not be liable for any claims for damages caused or claimed to have been caused, directly or indirectly, by the transmission to a Caller ID customer of a name or telephone number which the calling party or the Caller ID customer finds erroneous, offensive, embarrassing, or misleading for any reason, including but not limited to the way in which the calling party's name has been abbreviated. Telephone calling party name and/or number (CPN) information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

(8) The following products of Birch Communications of the Southeast. and Birch Communications, Inc. have changed their name to Birchnet Value Line. The services and rates for each product have previously been grandfathered. (N)

Residential Line	Basic Line
Flat Rate Business Line	Basic Access Line
Residence Line	BirchNet Value Line

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.8 BirchNet Basic Line:

A. BirchNet Basic Line is equipped with:

Basic Line (1) **(D)**
Unlimited Local,Intra-LATA Long Distance
Caller ID – Name and Number (9)
Call Waiting
Hunting (business only)
(T)

B. Rates and Charges

1. Business Monthly Recurring Charges – AT&T CLLI's **(C)**

CLLI	BirchNet Basic Line 12 Month	BirchNet Basic Line 24/36 Month	CLLI	BirchNet Basic Line 12 Month	BirchNet Basic Line 24/36 Month
ALLNKYMA	$69.95	$68.95	CYDNKYMA	$69.95	$68.95
AURRKYMA	$69.95	$68.95	CYNTKYMA	$69.95	$68.95
BDFRKYMA	$69.95	$68.95	DAVLKYMA	$46.95	$43.95
BGDDKYMA	$69.95	$68.95	DIXNKYMA	$69.95	$68.95
BLFDKYMA	$69.95	$68.95	DRBOKYES	$69.95	$68.95
BLSPKYMA	$69.95	$68.95	DWSPKYES	$69.95	$68.95
BNLYKYMA	$69.95	$68.95	EDVLKYMA	$69.95	$68.95
BNTNKYMA	$69.95	$68.95	EKTNKYMA	$69.95	$68.95
BRGNKYMA	$69.95	$68.95	ELCYKYES	$69.95	$68.95
BRMNKYMA	$69.95	$68.95	EMNNKYES	$69.95	$68.95
BRTWKYES	$46.95	$43.95	EMNNKYPL	$69.95	$68.95
BVDMKYMA	$69.95	$68.95	ENSRKYMA	$69.95	$68.95
BWLGKYMA	$46.95	$43.95	ERTNKYMA	$46.95	$43.95
BWLGKYRV	$69.95	$68.95	FDCKKYES	$69.95	$68.95
BYVLKYMA	$69.95	$68.95	FDVLKYMA	$69.95	$68.95
CADZKYMA	$69.95	$68.95	FEBRKYMA	$69.95	$68.95
CHPLKYMA	$69.95	$68.95	FKLNKYMA	$69.95	$68.95
CLAYKYMA	$69.95	$68.95	FLTNKYMA	$69.95	$68.95
CLHNKYMA	$69.95	$68.95	FNVLKYMA	$69.95	$68.95
CLPTKYMA	$69.95	$68.95	FORDKYMA	$69.95	$68.95
CLTNKYES	$69.95	$68.95	FRDNKYMA	$69.95	$68.95
CMBGKYMA	$69.95	$68.95	FRFTKYES	$46.95	$43.95
CNCYKYMA	$46.95	$43.95	FRFTKYMA	$46.95	$43.95
CNTNKYMA	$69.95	$68.95	GBVLKYMA	$69.95	$68.95
CNTWKYMA	$69.95	$68.95	GHNTKYMA	$69.95	$68.95
COTNKYMA	$69.95	$68.95	GNVLKYMA	$69.95	$68.95
CRBNKYMA	$46.95	$43.95	GRACKYMA	$69.95	$68.95
CRBOKYMA	$69.95	$68.95	GRTWKYMA	$46.95	$43.95
CRLSKYMA	$69.95	$68.95	GTHRKYMA	$69.95	$68.95
CRTNKYMA	$69.95	$68.95	HABTKYMA	$69.95	$68.95

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.8 BirchNet Basic Line (continued)

B. Rates and Charges (continued)

1. Monthly Recurring Charges – AT&T CLLI's (continued) (N)

(C)

CLLI	BirchNet Basic Line 12 Month	BirchNet Basic Line 24/36 Month	CLLI	BirchNet Basic Line 12 Month	BirchNet Basic Line 24/36 Month
HANSKYMA	$69.95	$68.95	LVMRKYMA	$69.95	$68.95
HBVLKYMA	$69.95	$68.95	MACEKYMA	$69.95	$68.95
HCMNKYMA	$69.95	$68.95	MARNKYMA	$69.95	$68.95
HDBGKYMA	$69.95	$68.95	MARTKYMA	$69.95	$68.95
HNSNKYMA	$46.95	$43.95	MCCRKYMA	$46.95	$43.95
HPVLKYMA	$46.95	$43.95	MCDNKYMA	$69.95	$68.95
HRBGKYES	$69.95	$68.95	MCWLKYMA	$69.95	$68.95
HRFRKYMA	$69.95	$68.95	MDBOKYMA	$46.95	$43.95
HRLNKYMA	$69.95	$68.95	MDVIKYMA	$46.95	$43.95
HWVLKYMA	$69.95	$68.95	MGFDKYMA	$69.95	$68.95
INEZKYMA	$69.95	$68.95	MGTWKYMA	$69.95	$68.95
ISLDKYMA	$69.95	$68.95	MLBGKYMA	$69.95	$68.95
JCSNKYMA	$69.95	$68.95	MLTNKYMA	$69.95	$68.95
JNCYKYMA	$69.95	$68.95	MRGPKYMA	$69.95	$68.95
KKVLKYMA	$69.95	$68.95	MRRYKYMA	$46.95	$43.95
LBJTKYMA	$69.95	$68.95	MTEDKYMA	$69.95	$68.95
LFYTKYMA	$69.95	$68.95	MTSTKYMA	$69.95	$68.95
LGRNKYES	$69.95	$68.95	MYFDKYMA	$46.95	$43.95
LOUSKYES	$46.95	$43.95	MYVLKYMA	$46.95	$43.95
LRBGKYMA	$69.95	$68.95	NEBOKYMA	$69.95	$68.95
LSVLKY26	$46.95	$43.95	NEONKYES	$69.95	$68.95
LSVLKYAN	$46.95	$43.95	NRVLKYMA	$69.95	$68.95
LSVLKYAP	$46.95	$43.95	NWHNKYMA	$69.95	$68.95
LSVLKYBE	$46.95	$43.95	OKGVKYES	$46.95	$43.95
LSVLKYBR	$46.95	$43.95	OWBOKYMA	$46.95	$43.95
LSVLKYCW	$46.95	$43.95	OWTNKYMA	$69.95	$68.95
LSVLKYFC	$46.95	$43.95	PARSKYMA	$69.95	$68.95
LSVLKYHA	$46.95	$43.95	PDCHKYIP	$46.95	$43.95
LSVLKYJT	$46.95	$43.95	PDCHKYLO	$46.95	$43.95
LSVLKYOA	$46.95	$43.95	PDCHKYMA	$46.95	$43.95
LSVLKYSH	$46.95	$43.95	PDCHKYRL	$46.95	$43.95
LSVLKYSL	$46.95	$43.95	PIVLKYMA	$69.95	$68.95
LSVLKYSM	$46.95	$43.95	PKVLKYGV	$46.95	$43.95
LSVLKYTS	$46.95	$43.95	PKVLKYMA	$46.95	$43.95
LSVLKYVS	$46.95	$43.95	PKVLKYMT	$69.95	$68.95
LSVLKYWE	$46.95	$43.95	PLRGKYMA	$69.95	$68.95
LSVMKYCY	$46.95	$43.95	PMBRKYMA	$69.95	$68.95

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.8 BirchNet Basic Line (continued)

B. Rates and Charges (continued)

1. Monthly Recurring Charges – AT&T CLLI's (continued)* (N)

CLLI	BirchNet Basic Line 12 Month	BirchNet Basic Line 24/36 Month	CLLI	BirchNet Basic Line 12 Month	BirchNet Basic Line 24/36 Month
PNTHKYMA	$69.95	$68.95	STFRKYMA	$69.95	$68.95
PNVLKYMA	$46.95	$43.95	STGRKYMA	$69.95	$68.95
PRBGKYES	$69.95	$68.95	STNLKYMA	$69.95	$68.95
PRTNKYES	$69.95	$68.95	STONKYMA	$69.95	$68.95
PRVDKYMA	$69.95	$68.95	STRGKYMA	$69.95	$68.95
PRVLKYMA	$69.95	$68.95	SWSNKYMA	$69.95	$68.95
PTRYKYMA	$69.95	$68.95	SYMSKYMA	$46.95	$43.95
RBRDKYMA	$69.95	$68.95	TRENKYMA	$69.95	$68.95
RCMDKYMA	$46.95	$43.95	TYVLKYMA	$69.95	$68.95
RLVLKYMA	$69.95	$68.95	UTICKYMA	$69.95	$68.95
RSTRKYES	$46.95	$43.95	VIRGKYMA	$69.95	$68.95
SCRMKYMA	$69.95	$68.95	WACOKYMA	$69.95	$68.95
SDVLKYMA	$69.95	$68.95	WDDYKYMA	$69.95	$68.95
SEBRKYMA	$69.95	$68.95	WHBGKYMA	$69.95	$68.95
SHGVKYMA	$69.95	$68.95	WHVLKYMA	$69.95	$68.95
SHVLKYMA	$46.95	$43.95	WLBGKYMA	$69.95	$68.95
SLGHKYMA	$69.95	$68.95	WLCKKYES	$69.95	$68.95
SLPHKYMA	$69.95	$68.95	WLVLKYMA	$69.95	$68.95
SLVSKYMA	$69.95	$68.95	WNCHKYMA	$46.95	$43.95
SNTNKYMA	$69.95	$68.95	WNCHKYPV	$69.95	$68.95
SPFDKYMA	$69.95	$68.95	WRFDKYMA	$69.95	$68.95
SRGHKYMA	$69.95	$68.95	WSBGKYMA	$69.95	$68.95
SSVLKYMA	$69.95	$68.95	WSPNKYMA	$69.95	$68.95
STCHKYMA	$69.95	$68.95	WTVYKYMA	$46.95	$43.95

(C)

2. Monthly Recurring Charges – Windstream Kentucky East CLLI's** (N)

CLLI	RATES 12-Month	24-Month	36-Month
UNTWKYXA	$51.95	$48.95	$48.95
All other CLLI's	$84.95	$81.95	$81.95

(N)

*See Section 3.4 on 4th Revised Sheet No. 53 for list of CLLI's and Rate Groups.
**See Section 3.5 on 6th Revised Sheet No. 55 for the list of CLLI's and Calling Exchanges.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.8 BirchNet Basic Line (continued)

B. Rates and Charges (continued)

4. Birch Long Distance Rates for BirchNet Basic Line:

Rate per Minute	Business	Residential
In Contract Minutes	$.049	$.060
No Contract Minutes	$.075	$.075

a. Long distance is only applicable to standard outbound domestic long distance only, originating from Birch customer to the 50 US States, and US territories (Puerto Rico, Guam, USVI, No. Marianas). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.

b. Toll Free service is available with this product see "Toll Free Service" in a later section for rates.

4. Other charges located in Miscellaneous Charges

C. BirchNet Basic Line - Feature List

Any of the following calling features may be added to the Birch Basic Line. The following rates apply only when these calling features are added to the Birch Basic Line. To add calling features to any other service, please refer to that Section for applicable rates.

(M) Content moved to Section 4.2.16 of this tariff.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.8 BirchNet Basic Line (continued)

D. Optional Calling Features

Features Offered on a Usage Sensitive Basis

The Customer will be billed the Per Feature Activation Charge shown in the following table each time the feature is used by the Customer. Customers may subscribe to these features on a monthly basis to obtain unlimited use of the feature for a fixed monthly charge.

(M) Rates Moved to Section 4.2.17 **(M)**
(D)

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.8 BirchNet Basic Line (continued)

E. Footnotes for BirchNet Basic Line:

(1) BirchNet Basic Line is available to business and residential customers. **(T)**

All customers will be required to sign a 12, 24 or 36 month term agreement.

Early Termination Fees are calculated using the following formula:
$100 x Months Remaining

The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.

All term commitment discounts will be applied on the current invoice as a discount off of the standard monthly recurring charge for service. **(N)**

Effective upon expiration of the initial or any subsequent term, the contract discount will expire. **(N)**

This rate is inclusive of the Cancel Call Waiting option where available.

(2) Customers may accept or decline the feature(s); however, declining the feature(s) will not reduce the package monthly rate. If more features are chosen with the BirchNet Basic Line bundle, standard rates will apply.

(3) The availability of certain features is dependent on ILEC feature availability.

(4) Some features are only available to residential customers.

(5) Some features are only available to business customers.

(6) Product may not be available in all CLLIs.

(7) Long Distance Rates apply to all domestic 1+ direct dialed minutes of use. **(D)**

Customer may choose to use another carrier for their long distance purposes; however, declining the Birch long distance will not reduce the package monthly rate.

(8) An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to BirchNet Basic. There is a maximum of 3 extensions per voicemail box. Call Forwarding – Busy Line and Call Forwarding-Don't answer will be provided for customers who add a voicemail service to their BirchNet Basic Line. **(C)**

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.8 BirchNet Basic Line (continued)

E. Footnotes for BirchNet Basic Line (continued)

(9) Caller ID with Name and Number—Caller ID with Name and Number (Caller ID) enables the terminating Customer to identify the calling party by displayed name and/or number before the call is answered. Caller ID Customers must provide and connect their own compatible
CPE.

Line blocking for the delivery of the calling name and/or number is available upon request, at no charge, to the following entities and their employees/volunteers, for lines over which the official business of the agency is conducted including those at the residences of employees/volunteers, where an executive officer of the agency registers with the Company a need for blocking; (a) private, nonprofit, tax-exempt, domestic violence intervention agencies and (b) federal, state and local law enforcement agencies. The Company shall not be liable for any claims for damages caused or claimed to have been caused, directly or indirectly, by the transmission to a Caller ID customer of a name or telephone number which the calling party or the Caller ID customer finds erroneous, offensive, embarrassing, or misleading for any reason, including but not limited to the way in which the calling party's name has been abbreviated. Telephone calling party name and/or number (CPN) information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

(10) Call Forwarding –Busy Line and Call Forwarding-Don't answer will be provided for customers who add a voicemail service to their BirchNet Basic Line.

(11) Residential pricing is the same as Home Connection. **(N)**

(12) The following products of Birch Communications of the Southeast and Birch Communications Inc. have changed their name to BirchNet Basic Line. The services and rates for each product have previously been grandfathered. **(N)**

Home Connection
Business Plus Service
BirchNet Basic Line
Basic Connections
Access Complete Local
Access Spectrum Plus Service
Basic Line
Business Line

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(N)

4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.8.1 BirchNet Basic Plus

BirchNet Basic Plus is equipped with:

Dialtone Line (1)
Unlimited Local,Intra-LATA Long Distance
Anonymous Call Rejection, per line
Call Block (Business Only)
Call Forwarding (Business Lines Only)
Call Forwarding Busy Line
Call Forwarding Don't Answer
Call Return
Call Return Blocking (Residential Lines Only)
Call Selector
Call Tracing
Call Waiting
Caller ID (Business Lines Only)
Caller ID Blocking (Residential Lines Only)
Caller ID Deluxe
Calling number delivery blocking, per line (Business Lines Only)
Collect Call Blocking (Residential Lines Only)
Distinctive Ringing Service
Enhanced Caller ID (Business Only) / Call Waiting Deluxe (Residential Only)
International Blocking (Residential Lines Only)
Hunting (Business Lines Only)
Preferred Call Forwarding (Business Lines Only)
Remote Access – Call Forwarding Variable
Repeat Dialing
Repeat Dialing Blocking (Residential Lines Only)
Selective Class of Call Screening (Business Lines Only)
Speed Calling
Third Party Blocking (Residential Lines Only)
Three-Way Calling
900/976 Blocking (Residential Lines Only)

(N)

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4. SERVICES (continued) (N)

4.2 General Exchange Services (continued)

4.2.8.1 BirchNet Basic Plus (continued)

B. Rates and Charges

1. Business Monthly Recurring Charges – AT&T CLLI's

CLLI	BirchNet Basic Line 12 Month	BirchNet Basic Line 24/36 Month	CLLI	BirchNet Basic Line 12 Month	BirchNet Basic Line 24/36 Month
ALLNKYMA	$69.95	$68.95	EMNNKYES	$69.95	$68.95
AURRKYMA	$69.95	$68.95	EMNNKYPL	$69.95	$68.95
BDFRKYMA	$69.95	$68.95	ENSRKYMA	$69.95	$68.95
BGDDKYMA	$69.95	$68.95	ERTNKYMA	$46.95	$43.95
BLFDKYMA	$69.95	$68.95	FDCKKYES	$69.95	$68.95
BLSPKYMA	$69.95	$68.95	FDVLKYMA	$69.95	$68.95
BNLYKYMA	$69.95	$68.95	FEBRKYMA	$69.95	$68.95
BNTNKYMA	$69.95	$68.95	FKLNKYMA	$69.95	$68.95
BRGNKYMA	$69.95	$68.95	FLTNKYMA	$69.95	$68.95
BRMNKYMA	$69.95	$68.95	FNVLKYMA	$69.95	$68.95
BRTWKYES	$46.95	$43.95	FORDKYMA	$69.95	$68.95
BVDMKYMA	$69.95	$68.95	FRDNKYMA	$69.95	$68.95
BWLGKYMA	$46.95	$43.95	FRFTKYES	$46.95	$43.95
BWLGKYRV	$69.95	$68.95	FRFTKYMA	$46.95	$43.95
BYVLKYMA	$69.95	$68.95	GBVLKYMA	$69.95	$68.95
CADZKYMA	$69.95	$68.95	GHNTKYMA	$69.95	$68.95
CHPLKYMA	$69.95	$68.95	GNVLKYMA	$69.95	$68.95
CLAYKYMA	$69.95	$68.95	GRACKYMA	$69.95	$68.95
CLHNKYMA	$69.95	$68.95	GRTWKYMA	$46.95	$43.95
CLPTKYMA	$69.95	$68.95	GTHRKYMA	$69.95	$68.95
CLTNKYES	$69.95	$68.95	HABTKYMA	$69.95	$68.95
CMBGKYMA	$69.95	$68.95	HANSKYMA	$69.95	$68.95
CNCYKYMA	$46.95	$43.95	HBVLKYMA	$69.95	$68.95
CNTNKYMA	$69.95	$68.95	HCMNKYMA	$69.95	$68.95
CNTWKYMA	$69.95	$68.95	HDBGKYMA	$69.95	$68.95
COTNKYMA	$69.95	$68.95	HNSNKYMA	$46.95	$43.95
CRBNKYMA	$46.95	$43.95	HPVLKYMA	$46.95	$43.95
CRBOKYMA	$69.95	$68.95	HRBGKYES	$69.95	$68.95
CRLSKYMA	$69.95	$68.95	HRFRKYMA	$69.95	$68.95
CRTNKYMA	$69.95	$68.95	HRLNKYMA	$69.95	$68.95
CYDNKYMA	$69.95	$68.95	HWVLKYMA	$69.95	$68.95
CYNTKYMA	$69.95	$68.95	INEZKYMA	$69.95	$68.95
DAVLKYMA	$46.95	$43.95	ISLDKYMA	$69.95	$68.95
DIXNKYMA	$69.95	$68.95	JCSNKYMA	$69.95	$68.95
DRBOKYES	$69.95	$68.95	JNCYKYMA	$69.95	$68.95
DWSPKYES	$69.95	$68.95	KKVLKYMA	$69.95	$68.95
EDVLKYMA	$69.95	$68.95	LBJTKYMA	$69.95	$68.95
EKTNKYMA	$69.95	$68.95	LFYTKYMA	$69.95	$68.95
ELCYKYES	$69.95	$68.95	LGRNKYES	$69.95	$68.95

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4. SERVICES (continued) (N)

4.2 General Exchange Services (continued)
4.2.8.1 BirchNet Basic Plus (continued)
B. Rates and Charges
1. Business Monthly Recurring Charges – AT&T CLLI's(continued)

CLLI	BirchNet Basic Line 12 Month	BirchNet Basic Line 24/36 Month	CLLI	BirchNet Basic Line 12 Month	BirchNet Basic Line 24/36 Month
LOUSKYES	$46.95	$43.95	NRVLKYMA	$69.95	$68.95
LRBGKYMA	$69.95	$68.95	NWHNKYMA	$69.95	$68.95
LSVLKY26	$46.95	$43.95	OKGVKYES	$46.95	$43.95
LSVLKYAN	$46.95	$43.95	OWBOKYMA	$46.95	$43.95
LSVLKYAP	$46.95	$43.95	OWTNKYMA	$69.95	$68.95
LSVLKYBE	$46.95	$43.95	PARSKYMA	$69.95	$68.95
LSVLKYBR	$46.95	$43.95	PDCHKYIP	$46.95	$43.95
LSVLKYCW	$46.95	$43.95	PDCHKYLO	$46.95	$43.95
LSVLKYFC	$46.95	$43.95	PDCHKYMA	$46.95	$43.95
LSVLKYHA	$46.95	$43.95	PDCHKYRL	$46.95	$43.95
LSVLKYJT	$46.95	$43.95	PIVLKYMA	$69.95	$68.95
LSVLKYOA	$46.95	$43.95	PKVLKYGV	$46.95	$43.95
LSVLKYSH	$46.95	$43.95	PKVLKYMA	$46.95	$43.95
LSVLKYSL	$46.95	$43.95	PKVLKYMT	$69.95	$68.95
LSVLKYSM	$46.95	$43.95	PLRGKYMA	$69.95	$68.95
LSVLKYTS	$46.95	$43.95	PMBRKYMA	$69.95	$68.95
LSVLKYVS	$46.95	$43.95	PNTHKYMA	$69.95	$68.95
LSVLKYWE	$46.95	$43.95	PNVLKYMA	$46.95	$43.95
LSVMKYCY	$46.95	$43.95	PRBGKYES	$69.95	$68.95
LVMRKYMA	$69.95	$68.95	PRTNKYES	$69.95	$68.95
MACEKYMA	$69.95	$68.95	PRVDKYMA	$69.95	$68.95
MARNKYMA	$69.95	$68.95	PRVLKYMA	$69.95	$68.95
MARTKYMA	$69.95	$68.95	PTRYKYMA	$69.95	$68.95
MCCRKYMA	$46.95	$43.95	RBRDKYMA	$69.95	$68.95
MCDNKYMA	$69.95	$68.95	RCMDKYMA	$46.95	$43.95
MCWLKYMA	$69.95	$68.95	RLVLKYMA	$69.95	$68.95
MDBOKYMA	$46.95	$43.95	RSTRKYES	$46.95	$43.95
MDVIKYMA	$46.95	$43.95	SCRMKYMA	$69.95	$68.95
MGFDKYMA	$69.95	$68.95	SDVLKYMA	$69.95	$68.95
MGTWKYMA	$69.95	$68.95	SEBRKYMA	$69.95	$68.95
MLBGKYMA	$69.95	$68.95	SHGVKYMA	$69.95	$68.95
MLTNKYMA	$69.95	$68.95	SHVLKYMA	$46.95	$43.95
MRGPKYMA	$69.95	$68.95	SLGHKYMA	$69.95	$68.95
MRRYKYMA	$46.95	$43.95	SLPHKYMA	$69.95	$68.95
MTEDKYMA	$69.95	$68.95	SLVSKYMA	$69.95	$68.95
MTSTKYMA	$69.95	$68.95	SNTNKYMA	$69.95	$68.95
MYFDKYMA	$46.95	$43.95	SPFDKYMA	$69.95	$68.95
MYVLKYMA	$46.95	$43.95	SRGHKYMA	$69.95	$68.95
NEBOKYMA	$69.95	$68.95	SSVLKYMA	$69.95	$68.95
NEONKYES	$69.95	$68.95	STCHKYMA	$69.95	$68.95

(D)

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4. SERVICES (continued) (N)

4.2 General Exchange Services (continued)

4.2.8.1 BirchNet Basic Plus (continued)

B. Rates and Charges

1. Business Monthly Recurring Charges – AT&T CLLI's(continued)

CLLI	BirchNet Basic Line 12 Month	BirchNet Basic Line 24/36 Month	CLLI	BirchNet Basic Line 12 Month	BirchNet Basic Line 24/36 Month
STFRKYMA	$69.95	$68.95	WHBGKYMA	$69.95	$68.95
STGRKYMA	$69.95	$68.95	WHVLKYMA	$69.95	$68.95
STNLKYMA	$69.95	$68.95	WLBGKYMA	$69.95	$68.95
STONKYMA	$69.95	$68.95	WLCKKYES	$69.95	$68.95
STRGKYMA	$69.95	$68.95	WLVLKYMA	$69.95	$68.95
SWSNKYMA	$69.95	$68.95	WNCHKYMA	$46.95	$43.95
SYMSKYMA	$46.95	$43.95	WNCHKYPV	$69.95	$68.95
TRENKYMA	$69.95	$68.95	WRFDKYMA	$69.95	$68.95
TYVLKYMA	$69.95	$68.95	WSBGKYMA	$69.95	$68.95
UTICKYMA	$69.95	$68.95	WSPNKYMA	$69.95	$68.95
VIRGKYMA	$69.95	$68.95	WTVYKYMA	$46.95	$43.95
WACOKYMA	$69.95	$68.95			
WDDYKYMA	$69.95	$68.95			

2. Business - Monthly Recurring Charges – Windstream Kentucky East CLLI's**

	RATES		
CLLI	12-Month	24-Month	36-Month
UNTWKYXA	$51.95	$48.95	$48.95
All other CLLI's	$84.95	$81.95	$81.95

*See Section 3.4 on 4th Revised Sheet No. 53 for list of CLLI's and Rate Groups.
**See Section 3.5 on 6th Revised Sheet No. 55 for the list of CLLI's and Calling Exchanges.

3. Birch Long Distance Rates for BirchNet Basic Plus:

Per Minute Rate	Business	Residential
In Contract Minutes	$.049	$.060
No Contract Minutes	$.075	$.075

a. Long distance is only applicable to standard outbound domestic long distance only, originating from Birch customer to the 50 US States, and US territories (Puerto Rico, Guam, USVI, No. Marianas). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.

b. Toll Free service is available with this product see "Toll Free Service".

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4. SERVICES (continued) (N)

4.2 General Exchange Services (continued)

4.2.8.1 BirchNet Basic Plus (continued)

C. Footnotes for BirchNet Basic Plus:

1. BirchNet Basic Plus applies to business and residential customers.

- All customers will be required to sign a 12, 24 or 36 month term agreement.
- Early Termination Fees are calculated using the following formula:
- $50 x Months Remaining (Per Location)
- The early termination fee will apply per location on the original term agreement or any subsequent renewal of the term agreement.

This rate is inclusive of the Cancel Call Waiting option where available.

2. Customers may accept or decline the feature(s); however, declining the feature(s) will not reduce the package monthly rate. If more features are chosen with the BirchNet Basic Plus bundle, standard rates located in section will apply.

3. The availability of certain features is dependent on ILEC feature availability.

Some features are only available to residential customers.

Some features are only available to business customers.
Product may not be available in all CLLIs.

4. Long Distance Rates apply to all domestic 1+ direct dialed minutes of use.

Customer may choose to use another carrier for their long distance purposes; however, declining the Birch long distance will not reduce the package monthly rate.

4. An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to BirchNet Basic Plus. There is a maximum of 3 extensions per voicemail box. Call Forwarding –Busy Line and Call Forwarding-Don't answer will be provided for customers who add a voicemail service to their BirchNet Basic Plus.

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4. SERVICES (continued) (N)

4.2 General Exchange Services (continued)

4.2.8.1 BirchNet Basic Plus (continued)

C. Footnotes for BirchNet Basic Plus(continued)

(5) Caller ID with Name and Number—Caller ID with Name and Number (Caller ID) enables he terminating Customer to identify the calling party by displayed name and/or number before the call is answered. Caller ID Customers must provide and connect their own compatible CPE.

Line blocking for the delivery of the calling name and/or number is available upon request, at no charge, to the following entities and their employees/volunteers, for lines over which the official business of the agency is conducted including those at the residences of employees/ volunteers, where an executive officer of the agency registers with the Company a need for blocking; (a) private, nonprofit, tax-exempt, domestic violence intervention agencies and (b) federal, state and local law enforcement agencies. The Company shall not be liable for any claims for damages caused or claimed to have been caused, directly or indirectly, by the transmission to a Caller ID customer of a name or telephone number which the calling party or the Caller ID customer finds erroneous, offensive, embarrassing, or misleading for any reason, including but not limited to the way in which the calling party's name has been abbreviated. Telephone calling party name and/or number (CPN) information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

(6) Call Forwarding –Busy Line and Call Forwarding-Don't answer will be provided for customers who add a voicemail service to their BirchNet Basic Plus.

(7) Residential pricing is equal to Home Connection.

(8) All term commitment discounts will be applied on the current invoice as a discount off of the standard mo recurring charge for service.

(9) Effective upon expiration of the initial or any subsequent term, the contract discount will expire.

(10) Effective August 10, 2010, this product is grandfathered and no longer available for new sales.

(11) The following products of Birch Communications of the Southeast and Birch Communications Inc. have changed their name to BirchNet Basic Plus. The services and rates for each product have previously been grandfathered.

Home Connection Plus
BirchNet Basic Plus
All Access Lite Package
Basic Line with Features
Complete Choice Plan

(N)

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.9 BirchNet Essentials

A. BirchNet Essentials is equipped with:

Basic Line (1) (C)
Unlimited Features (2)
Hunting (business only) (T)
Unlimited Local Intra-LATA Long Distance
200 Minutes of Domestic Inter-LATA Long Distance (6)

B. Rates and Charges

1. Business - Monthly Recurring Charges – AT&T CLLI's (C)

CLLI	BirchNet Essentials 12 Month	BirchNet Essentials 24 Month	BirchNet Essentials 36 Month	CLLI	BirchNet Essentials 12 Month	BirchNet Essentials 24 Month	BirchNet Essentials 36 Month
ALLNKYMA	$72.95	$70.95	$70.95	CRBOKYMA	$72.95	$70.95	$70.95
AURRKYMA	$72.95	$70.95	$70.95	CRLSKYMA	$72.95	$70.95	$70.95
BDFRKYMA	$72.95	$70.95	$70.95	CRTNKYMA	$72.95	$70.95	$70.95
BGDDKYMA	$72.95	$70.95	$70.95	CYDNKYMA	$72.95	$70.95	$70.95
BLFDKYMA	$72.95	$70.95	$70.95	CYNTKYMA	$72.95	$70.95	$70.95
BLSPKYMA	$72.95	$70.95	$70.95	DAVLKYMA	$48.95	$46.95	$39.95
BNLYKYMA	$72.95	$70.95	$70.95	DIXNKYMA	$72.95	$70.95	$70.95
BNTNKYMA	$72.95	$70.95	$70.95	DRBOKYES	$72.95	$70.95	$70.95
BRGNKYMA	$72.95	$70.95	$70.95	DWSPKYES	$72.95	$70.95	$70.95
BRMNKYMA	$72.95	$70.95	$70.95	EDVLKYMA	$72.95	$70.95	$70.95
BRTWKYES	$48.95	$46.95	$46.95	EKTNKYMA	$72.95	$70.95	$70.95
BVDMKYMA	$72.95	$70.95	$70.95	ELCYKYES	$72.95	$70.95	$70.95
BWLGKYMA	$48.95	$46.95	$46.95	EMNNKYES	$72.95	$70.95	$70.95
BWLGKYRV	$72.95	$70.95	$70.95	EMNNKYPL	$72.95	$70.95	$70.95
BYVLKYMA	$72.95	$70.95	$70.95	ENSRKYMA	$72.95	$70.95	$70.95
CADZKYMA	$72.95	$70.95	$70.95	ERTNKYMA	$48.95	$46.95	$46.95
CHPLKYMA	$72.95	$70.95	$70.95	FDCKKYES	$72.95	$70.95	$70.95
CLAYKYMA	$72.95	$70.95	$70.95	FDVLKYMA	$72.95	$70.95	$70.95
CLHNKYMA	$72.95	$70.95	$70.95	FEBRKYMA	$72.95	$70.95	$70.95
CLPTKYMA	$72.95	$70.95	$70.95	FKLNKYMA	$72.95	$70.95	$70.95
CLTNKYES	$72.95	$70.95	$70.95	FLTNKYMA	$72.95	$70.95	$70.95
CMBGKYMA	$72.95	$70.95	$70.95	FNVLKYMA	$72.95	$70.95	$70.95
CNCYKYMA	$48.95	$46.95	$46.95	FORDKYMA	$72.95	$70.95	$70.95
CNTNKYMA	$72.95	$70.95	$70.95	FRDNKYMA	$72.95	$70.95	$70.95
CNTWKYMA	$72.95	$70.95	$70.95	FRFTKYES	$48.95	$46.95	$46.95
COTNKYMA	$72.95	$70.95	$70.95	FRFTKYMA	$48.95	$46.95	$46.95
CRBNKYMA	$48.95	$46.95	$46.95	GBVLKYMA	$72.95	$70.95	$70.95

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.9 BirchNet Essentials (continued)

B. Rates and Charges (continued

1. Monthly Recurring Charges – AT&T CLLI's (continued) (N)

CLLI	BirchNet Essentials 12 Month	BirchNet Essentials 24 Month	BirchNet Essentials 36 Month	CLLI	BirchNet Essentials 12 Month	BirchNet Essentials 24 Month	BirchNet Essentials 36 Month
GHNTKYMA	$72.95	$70.95	$70.95	LSVLKYOA	$48.95	$46.95	$46.95
GNVLKYMA	$72.95	$70.95	$70.95	LSVLKYSH	$48.95	$46.95	$39.95
GRACKYMA	$72.95	$70.95	$70.95	LSVLKYSL	$48.95	$46.95	$39.95
GRTWKYMA	$48.95	$46.95	$46.95	LSVLKYSM	$48.95	$46.95	$39.95
GTHRKYMA	$72.95	$70.95	$70.95	LSVLKYTS	$48.95	$46.95	$39.95
HABTKYMA	$72.95	$70.95	$70.95	LSVLKYVS	$48.95	$46.95	$46.95
HANSKYMA	$72.95	$70.95	$70.95	LSVLKYWE	$48.95	$46.95	$39.95
HBVLKYMA	$72.95	$70.95	$70.95	LSVMKYCY	$48.95	$46.95	$39.95
HCMNKYMA	$72.95	$70.95	$70.95	LVMRKYMA	$72.95	$70.95	$70.95
HDBGKYMA	$72.95	$70.95	$70.95	MACEKYMA	$72.95	$70.95	$70.95
HNSNKYMA	$48.95	$46.95	$46.95	MARNKYMA	$72.95	$70.95	$70.95
HPVLKYMA	$48.95	$46.95	$46.95	MARTKYMA	$72.95	$70.95	$70.95
HRBGKYES	$72.95	$70.95	$70.95	MCCRKYMA	$48.95	$46.95	$46.95
HRFRKYMA	$72.95	$70.95	$70.95	MCDNKYMA	$72.95	$70.95	$70.95
HRLNKYMA	$72.95	$70.95	$70.95	MCWLKYMA	$72.95	$70.95	$70.95
HWVLKYMA	$72.95	$70.95	$70.95	MDBOKYMA	$48.95	$46.95	$46.95
INEZKYMA	$72.95	$70.95	$70.95	MDVIKYMA	$48.95	$46.95	$46.95
ISLDKYMA	$72.95	$70.95	$70.95	MGFDKYMA	$72.95	$70.95	$70.95
JCSNKYMA	$72.95	$70.95	$70.95	MGTWKYMA	$72.95	$70.95	$70.95
JNCYKYMA	$72.95	$70.95	$70.95	MLBGKYMA	$72.95	$70.95	$70.95
KKVLKYMA	$72.95	$70.95	$70.95	MLTNKYMA	$72.95	$70.95	$70.95
LBJTKYMA	$72.95	$70.95	$70.95	MRGPKYMA	$72.95	$70.95	$70.95
LFYTKYMA	$72.95	$70.95	$70.95	MRRYKYMA	$48.95	$46.95	$46.95
LGRNKYES	$72.95	$70.95	$70.95	MTEDKYMA	$72.95	$70.95	$70.95
LOUSKYES	$48.95	$46.95	$46.95	MTSTKYMA	$72.95	$70.95	$70.95
LRBGKYMA	$72.95	$70.95	$70.95	MYFDKYMA	$48.95	$46.95	$46.95
LSVLKY26	$48.95	$46.95	$39.95	MYVLKYMA	$48.95	$46.95	$39.95
LSVLKYAN	$48.95	$46.95	$39.95	NEBOKYMA	$72.95	$70.95	$70.95
LSVLKYAP	$48.95	$46.95	$39.95	NEONKYES	$72.95	$70.95	$70.95
LSVLKYBE	$48.95	$46.95	$39.95	NRVLKYMA	$72.95	$70.95	$70.95
LSVLKYBR	$48.95	$46.95	$39.95	NWHNKYMA	$72.95	$70.95	$70.95
LSVLKYCW	$48.95	$46.95	$46.95	OKGVKYES	$48.95	$46.95	$46.95
LSVLKYFC	$48.95	$46.95	$46.95	OWBOKYMA	$48.95	$46.95	$39.95
LSVLKYHA	$48.95	$46.95	$46.95	OWTNKYMA	$72.95	$70.95	$70.95
LSVLKYJT	$48.95	$46.95	$46.95	PARSKYMA	$72.95	$70.95	$70.95

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.9 BirchNet Essentials (continued)

B. Rates and Charges (continued

1. Monthly Recurring Charges – AT&T CLLI's (continued)* (N)

CLLI	BirchNet Essentials 12 Month	BirchNet Essentials 24 Month	BirchNet Essentials 36 Month	CLLI	BirchNet Essentials 12 Month	BirchNet Essentials 24 Month	BirchNet Essentials 36 Month
PDCHKYIP	$48.95	$46.95	$46.95	SPFDKYMA	$72.95	$70.95	$70.95
PDCHKYLO	$48.95	$46.95	$46.95	SRGHKYMA	$72.95	$70.95	$70.95
PDCHKYMA	$48.95	$46.95	$39.95	SSVLKYMA	$72.95	$70.95	$70.95
PDCHKYRL	$48.95	$46.95	$46.95	STCHKYMA	$72.95	$70.95	$70.95
PIVLKYMA	$72.95	$70.95	$70.95	STFRKYMA	$72.95	$70.95	$70.95
PKVLKYGV	$48.95	$46.95	$46.95	STGRKYMA	$72.95	$70.95	$70.95
PKVLKYMA	$48.95	$46.95	$46.95	STNLKYMA	$72.95	$70.95	$70.95
PKVLKYMT	$72.95	$70.95	$70.95	STONKYMA	$72.95	$70.95	$70.95
PLRGKYMA	$72.95	$70.95	$70.95	STRGKYMA	$72.95	$70.95	$70.95
PMBRKYMA	$72.95	$70.95	$70.95	SWSNKYMA	$72.95	$70.95	$70.95
PNTHKYMA	$72.95	$70.95	$70.95	SYMSKYMA	$48.95	$46.95	$46.95
PNVLKYMA	$48.95	$46.95	$46.95	TRENKYMA	$72.95	$70.95	$70.95
PRBGKYES	$72.95	$70.95	$70.95	TYVLKYMA	$72.95	$70.95	$70.95
PRTNKYES	$72.95	$70.95	$70.95	UTICKYMA	$72.95	$70.95	$70.95
PRVDKYMA	$72.95	$70.95	$70.95	VIRGKYMA	$72.95	$70.95	$70.95
PRVLKYMA	$72.95	$70.95	$70.95	WACOKYMA	$72.95	$70.95	$70.95
PTRYKYMA	$72.95	$70.95	$70.95	WDBNKYMA	$48.95	$46.95	$46.95
RBRDKYMA	$72.95	$70.95	$70.95	WDDYKYMA	$72.95	$70.95	$70.95
RCMDKYMA	$48.95	$46.95	$46.95	WHBGKYMA	$72.95	$70.95	$70.95
RLVLKYMA	$72.95	$70.95	$70.95	WHVLKYMA	$72.95	$70.95	$70.95
RSTRKYES	$48.95	$46.95	$46.95	WLBGKYMA	$72.95	$70.95	$70.95
SCRMKYMA	$72.95	$70.95	$70.95	WLCKKYES	$72.95	$70.95	$70.95
SDVLKYMA	$72.95	$70.95	$70.95	WLVLKYMA	$72.95	$70.95	$70.95
SEBRKYMA	$72.95	$70.95	$70.95	WNCHKYMA	$48.95	$46.95	$46.95
SHGVKYMA	$72.95	$70.95	$70.95	WNCHKYPV	$72.95	$70.95	$70.95
SHVLKYMA	$48.95	$46.95	$46.95	WRFDKYMA	$72.95	$70.95	$70.95
SLGHKYMA	$72.95	$70.95	$70.95	WSBGKYMA	$72.95	$70.95	$70.95
SLPHKYMA	$72.95	$70.95	$70.95	WSPNKYMA	$72.95	$70.95	$70.95
SLVSKYMA	$72.95	$70.95	$70.95	WTVYKYMA	$48.95	$46.95	$46.95
SNTNKYMA	$72.95	$70.95	$70.95	WYLDKYES	$72.95	$70.95	$70.95

2. Monthly Recurring Charges – Windstream Kentucky East CLLI's**

	RATES		
CLLI	12-Month	24-Month	36-Month
UNTWKYXA	$65.95	$62.95	$62.95
All other CLLI's	$98.95	$95.95	$95.95

*See Section 3.4 on 4th Revised Sheet No. 53 for list of CLLI's and Rate Groups.
**See Section 3.5 on 6th Revised Sheet No. 55 for the list of CLLI's and Calling Exchanges. (N)

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.9 BirchNet Essentials (continued)

B. Rates and Charges (continued

2. 200 Minute Long Distance Calling Block for BirchNet Essentials:

Rate per Minute	Business	Residential	
In Contract Minutes	$.049	$.060	(N) (C)
No Contract Minutes	$.075	$.075	(N)

a. Long distance is only applicable to standard outbound domestic long distance only, originating from Birch customer to the 48 contiguous US States, and does not apply to calls to HI, AK, or US territories (Puerto Rico, Guam, USVI, No. Marianas). Standard rates will apply for any overage beyond any inclusive block of minutes, and all calls made to AK, HI, and U.S. territories (Puerto Rico, Guam, USVI, and No. Marianas). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.

b. Toll Free service is available with this product see "Toll Free Service" in a later section for rates.

4. Other charges located in Miscellaneous Charges Section

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.9 BirchNet Essentials (continued)

C. BirchNet Essentials Inclusive Feature List:

Anonymous Call Rejection, per line
Call Block (Business Only) (C)
Call Forwarding (Business Only) (C)
Call Forwarding Busy Line
Call Forwarding Don't Answer
Call Return
Call Return Blocking (Residential Only) (C)
Call Selector
Call Tracing
Call Waiting
Caller ID(Business Only)
Caller ID Blocking (Residential Only) (C)
Caller ID Deluxe (N)
Calling number delivery blocking, per line (Business Only)
Distinctive Ringing Service (C)
Enhanced Caller ID (Business Only) Call Waiting Deluxe (Residential Only)
Preferred Call Forwarding (Business Only) (C)
Remote Access – Call Forwarding Variable (C)
Repeat Dialing
Selective Class of Call Screening (Business Lines Only)
Speed Calling (C)
Third Party Blocking (Residential Lines Only)
Three-Way Calling (N)
900-976 Blocking (Residential Lines Only)

(N)

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.9 BirchNet Essentials (continued)

D. Footnotes for BirchNet Essentials:

1. BirchNet Essentials are available to business and residential customers.

All customers will be required to sign a 12, 24 or 36 month term agreement. Early Termination Fees are calculated using the following formula: $100 x Months Remaining
The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.

All term commitment discounts will be applied on the current invoice as a discount off of the standard monthly recurring charge for service.

Effective upon expiration of the initial or any subsequent term, the contract discount will expire.

2. Customers may accept or decline the feature(s); however, declining the feature(s) will not reduce the package monthly rate. If more features are chosen with the BirchNet Essentials standard rates located in section 4.2.2 will apply.

3. The availability of certain features depends on ILEC feature availability.

4. Some features are only available to business customers.

5. Long Distance Block of Time allotment applies to all domestic 1+ direct dialed minutes of use. Customer may choose to use another carrier for their long distance purposes; however, declining the Birch long distance will not reduce the package monthly rate.

6. An additional discounted charge will apply when adding Birch Unified Messaging or Birch Voicemail to BirchNet Essentials. There is a maximum of 3 extensions per voicemail box.

7. BirchNet Residential rates are equal to the Home Essentials Rates.

8. The following products of Birch Communications of the Southeast and Birch Communications, Inc have changed their name to BirchNet Essentials. The services and rates for each product have previously been grandfathered.

Freedom Pack Essentials	Simple Connections Lite
All Access 2 Plus	Access Complete 50
Home Essentials	Access Complete Premium 2500
Home Essentials 1500	Access Complete Nation 2500
BirchNet Essentials	Access Complete Nation Business 2500
Value Line	Residential Service 2500
All Access Package	Home Companion 2500
Simple Connections	Access Spectrum 2500

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.10 BirchNet Miscellaneous Charges

A. Nonrecurring Charges

Nonrecurring charges apply to each line installed for the Customer. Nonrecurring charges are in addition to applicable service order charges contained in Section 4.2 of this tariff. All such charges will appear on the next bill following installation of the service.

A separate nonrecurring per line charge will apply where the Customer currently has service from the Incumbent LEC and requests an "As-Is" changeover of all current service(s) and features from the Incumbent LEC to the Company without any changes in such service or features. This Change Over Charge applies in lieu of the nonrecurring charges listed in the table below.

Nonrecurring charges for installation of Business lines are:

First Line (incl. first jack w/wiring)	$130.00	
Each Additional Line (incl. jack w/wiring)[1]	$ 65.00	(I)
Additional Jack w/wiring at time of install	$ 65.00	(I)
Line Installation w/ no jack or wiring	$ 65.00	(I)

[1]Additional Line installation charges apply only when 2 or more lines are installed at the same time and at the same Customer Premises.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.10 BirchNet Miscellaneous Charges (continued)

B. Service Order Charges

Service Order Charges apply for changes in service and for additions to service. Service Order Charges are in addition to all other applicable nonrecurring charges identified in this tariff.

Charge	**Price**
Feature Add or Change	$10.00 per Order
Basic Service Change	$10.00 per Order
Establishing or Re-arranging Hunting	$10.00 per Order
Directory Listing Change	$10.00 per Order
Invoice Change	$25.00 per Order
Transfer of Service	$25.00 per Order
TN Change	$25.00 per Order
Line Signaling Change	$25.00 per Order
Vanity Number Search	$25.00 per Order
Establishing Dual Service	$25.00 per Order
Expedite Service Charge (LWC/UNE)	$50.00 per Order
Expedite Service Charge (Facilities)	$200.00 per Day per Line
Expedite Service Charge (T1 Circuits)	$595.00 per Day per Circuit

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.10 BirchNet Miscellaneous Charges (continued)

C. Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities. The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service, therefore, vary by time per Customer request.

Duration of time, per technician

	Residential	Business	
Premise Work Charge (1)	$100.00	$100.00	(N)
Initial Hour (time & materials)	$165.00	$165.00	
Trouble Determination (per request)	$110.00	$110.00	
Each Additional 15 minute increment	$ 30.00	$ 30.00	
Initial Jack & Wiring (existing customer)	$ 80.00	$ 80.00	
Each Additional Jack & Wiring (existing customer)	$ 65.00	$ 65.00	

(1) In the event a technician is sent to the location upon request by the customer, and no trouble is found, this charge will apply. (N)

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

(T)

4.2.11 Home Connection(1)

A. Service Description

Home Connection includes a Residential Line with Caller ID Deluxe and Call Waiting features at no extra cost.

Calls within the standard flat rate local calling area are unlimited. Calls made outside of the local calling area will be billed at $0.06 per minute. Calls to the US Virgin Islands, Puerto Rico, Hawaii, Alaska, and Canada do not qualify under this plan and are provided and billed pursuant to other Company tariffs or their terms of service.

A one-year term plan is required. Customers cancelling or otherwise disconnecting service prior to completion of any successive term will be assessed an early termination charge of $30.00 multiplied by the number of months remaining in the term plan.

All taxes, surcharges and regulatory fees are billed separately, including, but not limited to, federal, state and local taxes, Universal Service fees, Telecommunications Relay Service fees and 911 fees.

Toll Free service is available with this product see "Toll Free Service" for rates.

(1) Effective August 10, 2010, this product is no longer available for new service. (N)

B. Optional Calling Features

(M) Content moved to Section 4.2.16 of this tariff.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.11 Home Connection (continued)

C. Monthly Recurring Charges

CLLI	Home Connection 12 Month	CLLI	Home Connection 12 Month	CLLI	Home Connection 12 Month
ALLNKYMA	$56.95	EMNNKYES	$56.95	LOUSKYES	$34.95
AURRKYMA	$56.95	EMNNKYPL	$56.95	LRBGKYMA	$56.95
BDFRKYMA	$56.95	ENSRKYMA	$56.95	LSVLKY26	$32.95
BGDDKYMA	$56.95	ERTNKYMA	$34.95	LSVLKYAN	$32.95
BLFDKYMA	$56.95	FDCKKYES	$56.95	LSVLKYAP	$32.95
BLSPKYMA	$56.95	FDVLKYMA	$56.95	LSVLKYBE	$32.95
BNLYKYMA	$56.95	FEBRKYMA	$56.95	LSVLKYBR	$32.95
BNTNKYMA	$56.95	FKLNKYMA	$56.95	LSVLKYCW	$34.95
BRGNKYMA	$56.95	FLTNKYMA	$56.95	LSVLKYFC	$34.95
BRMNKYMA	$56.95	FNVLKYMA	$56.95	LSVLKYHA	$34.95
BRTWKYES	$34.95	FORDKYMA	$56.95	LSVLKYJT	$34.95
BVDMKYMA	$56.95	FRDNKYMA	$56.95	LSVLKYOA	$34.95
BWLGKYMA	$34.95	FRFTKYES	$34.95	LSVLKYSH	$32.95
BWLGKYRV	$56.95	FRFTKYMA	$34.95	LSVLKYSL	$32.95
BYVLKYMA	$56.95	GBVLKYMA	$56.95	LSVLKYSM	$32.95
CADZKYMA	$56.95	GHNTKYMA	$56.95	LSVLKYTS	$32.95
CHPLKYMA	$56.95	GNVLKYMA	$56.95	LSVLKYVS	$34.95
CLAYKYMA	$56.95	GRACKYMA	$56.95	LSVLKYWE	$32.95
CLHNKYMA	$56.95	GRTWKYMA	$34.95	LSVMKYCY	$32.95
CLPTKYMA	$56.95	GTHRKYMA	$56.95	LVMRKYMA	$56.95
CLTNKYES	$56.95	HABTKYMA	$56.95	MACEKYMA	$56.95
CMBGKYMA	$56.95	HANSKYMA	$56.95	MARNKYMA	$56.95
CNCYKYMA	$34.95	HBVLKYMA	$56.95	MARTKYMA	$56.95
CNTNKYMA	$56.95	HCMNKYMA	$56.95	MCCRKYMA	$34.95
CNTWKYMA	$56.95	HDBGKYMA	$56.95	MCDNKYMA	$56.95
COTNKYMA	$56.95	HNSNKYMA	$34.95	MCWLKYMA	$56.95
CRBNKYMA	$34.95	HPVLKYMA	$34.95	MDBOKYMA	$34.95
CRBOKYMA	$56.95	HRBGKYES	$56.95	MDVIKYMA	$34.95
CRLSKYMA	$56.95	HRFRKYMA	$56.95	MGFDKYMA	$56.95
CRTNKYMA	$56.95	HRLNKYMA	$56.95	MGTWKYMA	$56.95
CYDNKYMA	$56.95	HWVLKYMA	$56.95	MLBGKYMA	$56.95
CYNTKYMA	$56.95	INEZKYMA	$56.95	MLTNKYMA	$56.95
DAVLKYMA	$32.95	ISLDKYMA	$56.95	MRGPKYMA	$56.95
DIXNKYMA	$56.95	JCSNKYMA	$56.95	MRRYKYMA	$34.95
DRBOKYES	$56.95	JNCYKYMA	$56.95	MTEDKYMA	$56.95
DWSPKYES	$56.95	KKVLKYMA	$56.95	MTSTKYMA	$56.95
EDVLKYMA	$56.95	LBJTKYMA	$56.95	MYFDKYMA	$34.95
EKTNKYMA	$56.95	LFYTKYMA	$56.95	MYVLKYMA	$32.95
ELCYKYES	$56.95	LGRNKYES	$56.95	NEBOKYMA	$56.95

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.11 Home Connection (continued)

C. Monthly Recurring Charges (continued)

CLLI	Home Connection 12 Month	CLLI	Home Connection 12 Month
NEONKYES	$56.95	SSVLKYMA	$56.95
NRVLKYMA	$56.95	STCHKYMA	$56.95
NWHNKYMA	$56.95	STFRKYMA	$56.95
OKGVKYES	$34.95	STGRKYMA	$56.95
OWBOKYMA	$32.95	STNLKYMA	$56.95
OWTNKYMA	$56.95	STONKYMA	$56.95
PARSKYMA	$56.95	STRGKYMA	$56.95
PDCHKYIP	$34.95	SWSNKYMA	$56.95
PDCHKYLO	$34.95	SYMSKYMA	$34.95
PDCHKYMA	$32.95	TRENKYMA	$56.95
PDCHKYRL	$34.95	TYVLKYMA	$56.95
PIVLKYMA	$56.95	UTICKYMA	$56.95
PKVLKYGV	$34.95	VIRGKYMA	$56.95
PKVLKYMA	$34.95	WACOKYMA	$56.95
PKVLKYMT	$56.95	WDBNKYMA	$34.95
PLRGKYMA	$56.95	WDDYKYMA	$56.95
PMBRKYMA	$56.95	WHBGKYMA	$56.95
PNTHKYMA	$56.95	WHVLKYMA	$56.95
PNVLKYMA	$34.95	WLBGKYMA	$56.95
PRBGKYES	$56.95	WLCKKYES	$56.95
PRTNKYES	$56.95	WLVLKYMA	$56.95
PRVDKYMA	$56.95	WNCHKYMA	$34.95
PRVLKYMA	$56.95	WNCHKYPV	$56.95
PTRYKYMA	$56.95	WRFDKYMA	$56.95
RBRDKYMA	$56.95	WSBGKYMA	$56.95
RCMDKYMA	$34.95	WSPNKYMA	$56.95
RLVLKYMA	$56.95	WTVYKYMA	$34.95
RSTRKYES	$34.95	WYLDKYES	$56.95
SCRMKYMA	$56.95		
SDVLKYMA	$56.95		
SEBRKYMA	$56.95		
SHGVKYMA	$56.95		
SHVLKYMA	$34.95		
SLGHKYMA	$56.95		
SLPHKYMA	$56.95		
SLVSKYMA	$56.95		
SNTNKYMA	$56.95		
SPFDKYMA	$56.95		
SRGHKYMA	$56.95		

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.12 Home Essentials (1)(2) (T)

A. Product Description

Home Essentials includes a Residential Line and a choice of the features listed below. Additional features and services are available as described and priced elsewhere in this tariff. Various non-regulated services are also available for additional charges.

Call Waiting	Hunting
Caller ID Deluxe	3rd Party Blocking
Three-Way Calling	Anonymous Call Rejection
Repeat Dialing	Repeat Dialing Blocking
Call Forwarding Variable	Call Return Blocking
Call Forwarding No Answer	Caller ID Blocking
Call Forwarding Busy Line	Collect Call Blocking
Call Return	International Blocking
Speed Dialing	Call Selector
900/977 Blocking	Call Trace
Distinctive Ring	

Calls within the standard flat rate local calling area are unlimited. Unlimited intraLATA long distance calling is included in the monthly recurring charge. 1500 minutes of interLATA long distance calling to locations within the contiguous United States is included in the monthly recurring charge. Additional interLATA usage will be billed at $0.06 per minute. Calls to the US Virgin Islands, Puerto Rico, Hawaii, Alaska, other US Territories and Canada do not qualify under the free usage provisions of this plan. Calling card service is available and all domestic usage is billed at $0.19 per minute. No data usage is permitted under the Home Essentials long distance plans.

A one-year term plan is required and term plan customers cancelling or otherwise disconnecting service prior to completion of the term will be assessed an early termination charge of $30.00 multiplied by the number of months remaining in the term plan.

All taxes surcharges, and regulatory fees are billed separately, including, but not be limited to, federal, state and local taxes, Universal Service fees, Telecommunications Relay Service fees and 911 fees.

Toll Free service is available with this product, see "Toll Free Service".

(1) All customers sold prior to November 16, 2009 will continue to receive 2,500 free minutes of LD, but the offer will be grandfathered on this date and no longer offered on new lines and/or new customers. The new offering will be 1,500 free minutes of outbound long distance, and the product will be called Home Essentials 1500.

(2) Effective August 10, 2010, this product is no longer available. (N)

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.12 Home Essentials (continued)

B. Monthly Recurring Charges

CLLI	Home Essentials 12 Month	CLLI	Home Essentials 12 Month	CLLI	Home Essentials 12 Month
ALLNKYMA	$79.95	EMNNKYES	$79.95	LOUSKYES	$54.95
AURRKYMA	$79.95	EMNNKYPL	$79.95	LRBGKYMA	$79.95
BDFRKYMA	$79.95	ENSRKYMA	$79.95	LSVLKY26	$54.95
BGDDKYMA	$79.95	ERTNKYMA	$54.95	LSVLKYAN	$54.95
BLFDKYMA	$79.95	FDCKKYES	$79.95	LSVLKYAP	$54.95
BLSPKYMA	$79.95	FDVLKYMA	$79.95	LSVLKYBE	$54.95
BNLYKYMA	$79.95	FEBRKYMA	$79.95	LSVLKYBR	$54.95
BNTNKYMA	$79.95	FKLNKYMA	$79.95	LSVLKYCW	$54.95
BRGNKYMA	$79.95	FLTNKYMA	$79.95	LSVLKYFC	$54.95
BRMNKYMA	$79.95	FNVLKYMA	$79.95	LSVLKYHA	$54.95
BRTWKYES	$54.95	FORDKYMA	$79.95	LSVLKYJT	$54.95
BVDMKYMA	$79.95	FRDNKYMA	$79.95	LSVLKYOA	$54.95
BWLGKYMA	$54.95	FRFTKYES	$54.95	LSVLKYSH	$54.95
BWLGKYRV	$79.95	FRFTKYMA	$54.95	LSVLKYSL	$54.95
BYVLKYMA	$79.95	GBVLKYMA	$79.95	LSVLKYSM	$54.95
CADZKYMA	$79.95	GHNTKYMA	$79.95	LSVLKYTS	$54.95
CHPLKYMA	$79.95	GNVLKYMA	$79.95	LSVLKYVS	$54.95
CLAYKYMA	$79.95	GRACKYMA	$79.95	LSVLKYWE	$54.95
CLHNKYMA	$79.95	GRTWKYMA	$54.95	LSVMKYCY	$54.95
CLPTKYMA	$79.95	GTHRKYMA	$79.95	LVMRKYMA	$79.95
CLTNKYES	$79.95	HABTKYMA	$79.95	MACEKYMA	$79.95
CMBGKYMA	$79.95	HANSKYMA	$79.95	MARNKYMA	$79.95
CNCYKYMA	$54.95	HBVLKYMA	$79.95	MARTKYMA	$79.95
CNTNKYMA	$79.95	HCMNKYMA	$79.95	MCCRKYMA	$54.95
CNTWKYMA	$79.95	HDBGKYMA	$79.95	MCDNKYMA	$79.95
COTNKYMA	$79.95	HNSNKYMA	$54.95	MCWLKYMA	$79.95
CRBNKYMA	$54.95	HPVLKYMA	$54.95	MDBOKYMA	$54.95
CRBOKYMA	$79.95	HRBGKYES	$79.95	MDVIKYMA	$54.95
CRLSKYMA	$79.95	HRFRKYMA	$79.95	MGFDKYMA	$79.95
CRTNKYMA	$79.95	HRLNKYMA	$79.95	MGTWKYMA	$79.95
CYDNKYMA	$79.95	HWVLKYMA	$79.95	MLBGKYMA	$79.95
CYNTKYMA	$79.95	INEZKYMA	$79.95	MLTNKYMA	$79.95
DAVLKYMA	$54.95	ISLDKYMA	$79.95	MRGPKYMA	$79.95
DIXNKYMA	$79.95	JCSNKYMA	$79.95	MRRYKYMA	$54.95
DRBOKYES	$79.95	JNCYKYMA	$79.95	MTEDKYMA	$79.95
DWSPKYES	$79.95	KKVLKYMA	$79.95	MTSTKYMA	$79.95
EDVLKYMA	$79.95	LBJTKYMA	$79.95	MYFDKYMA	$54.95
EKTNKYMA	$79.95	LFYTKYMA	$79.95	MYVLKYMA	$54.95
ELCYKYES	$79.95	LGRNKYES	$79.95	NEBOKYMA	$79.95

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.12 Home Essentials (continued)

B. Monthly Recurring Charges (continued)

CLLI	Home Essentials 12 Month	CLLI	Home Essentials 12 Month
NEONKYES	$79.95	SRGHKYMA	$79.95
NRVLKYMA	$79.95	SSVLKYMA	$79.95
NWHNKYMA	$79.95	STCHKYMA	$79.95
OKGVKYES	$54.95	STFRKYMA	$79.95
OWBOKYMA	$54.95	STGRKYMA	$79.95
OWTNKYMA	$79.95	STNLKYMA	$79.95
PARSKYMA	$79.95	STONKYMA	$79.95
PDCHKYIP	$54.95	STRGKYMA	$79.95
PDCHKYLO	$54.95	SWSNKYMA	$79.95
PDCHKYMA	$54.95	SYMSKYMA	$54.95
PDCHKYRL	$54.95	TRENKYMA	$79.95
PIVLKYMA	$79.95	TYVLKYMA	$79.95
PKVLKYGV	$54.95	UTICKYMA	$79.95
PKVLKYMA	$54.95	VIRGKYMA	$79.95
PKVLKYMT	$79.95	WACOKYMA	$79.95
PLRGKYMA	$79.95	WDBNKYMA	$54.95
PMBRKYMA	$79.95	WDDYKYMA	$79.95
PNTHKYMA	$79.95	WHBGKYMA	$79.95
PNVLKYMA	$54.95	WHVLKYMA	$79.95
PRBGKYES	$79.95	WLBGKYMA	$79.95
PRTNKYES	$79.95	WLCKKYES	$79.95
PRVDKYMA	$79.95	WLVLKYMA	$79.95
PRVLKYMA	$79.95	WNCHKYMA	$54.95
PTRYKYMA	$79.95	WNCHKYPV	$79.95
RBRDKYMA	$79.95	WRFDKYMA	$79.95
RCMDKYMA	$54.95	WSBGKYMA	$79.95
RLVLKYMA	$79.95	WSPNKYMA	$79.95
RSTRKYES	$54.95	WTVYKYMA	$54.95
SCRMKYMA	$79.95	WYLDKYES	$79.95
SDVLKYMA	$79.95		
SEBRKYMA	$79.95		
SHGVKYMA	$79.95		
SHVLKYMA	$54.95		
SLGHKYMA	$79.95		
SLPHKYMA	$79.95		
SLVSKYMA	$79.95		
SNTNKYMA	$79.95		
SPFDKYMA	$79.95		

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.13 Home Connection and Home Essentials Miscellaneous Charges

A. Nonrecurring Charges

Nonrecurring charges apply to each line installed for the Customer. Nonrecurring charges are in addition to applicable service order charges contained in Section 4.2 of this tariff. All
such charges will appear on the next bill following installation of the service.

A separate nonrecurring per line charge will apply where the Customer currently has service
from the Incumbent LEC and requests an "As-Is" changeover of all current service(s) and features from the Incumbent LEC to the Company without any changes in such service or features. This Change Over Charge applies in lieu of the nonrecurring charges listed in the table below.

Nonrecurring charges for installation of Business lines are:

First Line (incl. first jack w/wiring)	$130.00	
Each Additional Line (incl. jack w/wiring)[1]	$ 65.00	(I)
Additional Jack w/wiring at time of install	$ 65.00	(I)
Line Installation w/ no jack or wiring	$ 65.00	(I)

[1]Additional Line installation charges apply only when 2 or more lines are installed at the same time and at the same Customer Premises.

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4. SERVICES *(continued)*

4.2 General Exchange Services (continued)

4.2.13 Home Connection and Home Essentials Miscellaneous Charges (continued)

B. Service Order Charges

Service Order Charges apply for changes in service and for additions to service. Service Order Charges are in addition to all other applicable nonrecurring charges identified in this tariff.

Charge	**Price**
Feature Add or Change	$10.00 per Order
Basic Service Change	$10.00 per Order
Establishing or Re-arranging Hunting	$10.00 per Order
Directory Listing Change	$10.00 per Order
Invoice Change	$25.00 per Order
Transfer of Service	$25.00 per Order
TN Change	$25.00 per Order
Line Signaling Change	$25.00 per Order
Vanity Number Search	$25.00 per Order
Establishing Dual Service	$25.00 per Order
Expedite Service Charge (LWC/UNE)	$50.00 per Order
Expedite Service Charge (Facilities)	$200.00 per Day per Line
Expedite Service Charge (T1 Circuits)	$595.00 per Day per Circuit

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.13 Home Connection and Home Essentials Miscellaneous Charges (continued)

C. Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities. The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service, therefore, vary by time per Customer request.

Duration of time, per technician

	Residential	Business	
Premise Work Charge	$100.00	$100.00	(I)
Initial Hour (time & materials)	$165.00	$165.00	(I)
Trouble Determination (per request)	$110.00	$110.00	
Each Additional 15 minute increment	$ 30.00	$ 30.00	
Initial Jack & Wiring (existing customer)	$ 80.00	$ 80.00	
Each Additional Jack & Wiring (existing customer)	$ 65.00	$ 65.00	

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.14 NAVIGATOR SERVICES (1)(2)(7)

A. Residential Services – AT&T Areas Only

1.	**Navigator Basic** (5)	Monthly Charge
	Single Residential Phone Line	$22.00
	30 Minutes of Long Distance Calls	Included
	Monthly Long Distance Fee	Included
2.	**Navigator Basic Plus** (3)	Monthly Charge
	Single Residential Phone Line	$30.40
	Call Waiting	Included
	Three - Way Calling	Included
	Caller ID Deluxe	Included
3.	**Navigator Premium** (5)	Monthly Charge
	Single Residential Phone Line	$37.75
	Call Waiting	Included
	Three – Way Calling	Included
	Caller ID Deluxe	Included
	60 Minutes of Long Distance Calls	Included
	Monthly Long Distance Fee	Included
4.	**Navigator Premium Plus** (5)	Monthly Charge
	Single Residential Phone Line	$39.85
	60 Minutes of Long Distance Calls	Included
	Monthly Long Distance Fee	Included
5.	**SmartTime Unlimited** (5)	Monthly Charge
	Single Residential Phone Line	$59.84
	Caller ID Deluxe	Included
	Call Waiting Deluxe	Included
	Three – Way Calling	Included
	Call Forward Don't Answer	Included
	Unlimited Long Distance	Included
6.	**SmartTime 400** (5)	Monthly Charge
	Single Residential Phone Line	$48.25
	Caller ID Deluxe	Included
	Call Waiting	Included
	Three – Way Calling	Included
	400 Minutes of Long Distance Calls	Included

* Footnotes located on Original Sheet No. 77.30.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.14 NAVIGATOR SERVICES (continued)

B. Business Services

1. SmartTime Unlimited for Business (6)

This offering is available only to business customers (coin lines are not eligible) in BellSouth's service territory and provides for unlimited local and long distance calling. The customer may choose an unlimited number of features as shown in D below.

Regulations:

a. The customer must commit to at least a one-year term agreement to be eligible for the service.
b. Maximum of ten (10) lines per location. Charges below are shown on a per line basis.
c. Includes unlimited long distance calls for business customers, non-data, voice use only, within the 48 contiguous United States. Calls made to points outside of the contiguous 48 states, including all international calls, are not included in this offer, and will be billed at applicable rates. Navigator reserves the right to cancel subscriptions to any customer at any time due to fraud or misuse. Usage can be screened for use other than voice usage. Taxes, fees, and any EAS charges also apply.

Rates and Charges:

SmartTime Unlimited for Business – Recurring Charge, per line

ILEC	Rate Groups	Rate
AT&T	1	$68.99
	2 - 5	$54.95
Windstream Kentucky East	1-18	n/a

Available Features:

Call Forward Busy Line No Answer	Call Tracing
Remote Access to Call Forward	Repeat Dialing
Call Waiting	Call Selector
Speed Call	Preferred Call Forwarding
Three-Way Calling	Distinctive Ring
Call Return	Call Forward Variable
Call Block	Caller ID

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* Footnotes located on Original Sheet No. 77.30.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.14 NAVIGATOR SERVICES (continued)

B. Business Services (continued)

2. SmartTime for Business (6)

This offering is available only to business customers (coin lines are not eligible) in BellSouth's service territory and provides for unlimited local calling. Long distance calling is billed at $.055 per minute. The customer may choose an unlimited number of features as shown in 4.2.14.B.1 above.

Regulations:

a. The customer must commit to at least a one-year term agreement to be eligible for the service.
b. Long distance calls for business customers at $.055 per minute is only for calls within the 48 contiguous United States. Calls made to points outside of the contiguous 48 states, including all international calls, are not included in this offer, and will be billed at applicable rates. Taxes, fees, and any EAS charges also apply.

Rates and Charges:

SmartTime for Business – Recurring Charge, per line

ILEC	Rate Groups	Rate
AT&T	1	$39.99
	2 - 5	$24.99
Windstream Kentucky East	1-18	n/a

* Footnotes located on Original Sheet No. 77.30.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.14 NAVIGATOR SERVICES (continued)

B. Business Services (continued)

3. SmartATM (4)

The SmartATM Service is only available to business subscribers and provides the following services (includes Touch-Tone):

a. Business individual lines for Automated Teller Machines only.
b. Unlimited calling to 800 toll-free numbers.

The rate specified herein is subject to a 12-month service term.

Regulations and Service Limitations:

a. Calls made outside the perimeters of the service description shown above are subject to normal tariff violation treatments and/or tariff charges.

b. Charges for this service commence when the company's information records are posted and are payable monthly in advance.

c. Charges for service are automatically discontinued upon service termination.

d. If service is terminated before the 12-month term, a charge of $10 per month will be applied for each line currently or previously classified as a SmartATM line. This charge will be imposed based upon the remainder of the commitment period.

e. Existing SmartATM subscribers may not take advantage of special promotions or rate changes prior to the end of the 12-month service term. This is applicable to existing lines only. New lines may qualify for any special promotions or price changes.

Rates and Charges:

The following monthly rates will apply for the SmartATM service.

ILEC	Rate Groups	Rate
AT&T	1	$28.50
	2-4	$24.00
	5	$18.50
Windstream Kentucky East	1	$10.85
	2-4	$23.50
	5-9	$27.00
	10-18	$32.00

* Footnotes located on Original Sheet No. 77.30.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.14 NAVIGATOR SERVICES (continued)

C. Footnotes:

(1) Some former Navigator customers may have special pricing arrangements that deviate from the rates in this section.

(2) Effective July 15, 2009, this service is no longer offered.

(3) Former Navigator Customers using this product will now be billed under the product name Home Connection.

(4) Former Navigator Customers using this product will now be billed under the product name BirchNet Value Line.

(5) Former Navigator Customers using this product will now be billed under the product name Home Essentials.

(6) Former Navigator Customers using this product will now be billed under the product name BirchNet Essentials.

(7) Former Navigator Customers will be billed a bundled flat local rate effective July 15, 2009. Any metered or measured usage, along with certain fees, will be combined into a single bundled flat line rate. The new bundled local rate has been calculated by adding together the main line rate, the monthly average, over the last six months, of local usage charges for any measured or metered use, any local or extended area calling plan charges, any business or residential package charges, the End User Common Line Charge, the Pre-subscription Charge and the Access Recovery Surcharge fees. In summary, the new bundled rate reflects the customer's previous Navigator rates for the same services and fees.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.15 CLEARTEL SERVICES (1)

4.2.15.1 Residential Price Packages

A. Home Connection (2)

1. Home Connection is equipped with:

Basic Residential Line
Caller ID Deluxe
Call Waiting

2. Monthly Recurring Charges:

	Current Rate
Per Line	$45.95

3. This product was formerly known as the following Cleartel product names:

Former Cleartel Product Names
Residential Basic Plus

4. Non-Recurring Charges are located in Section 4.2.10 of this tariff.
5. Rules & Regulations:

- Miscellaneous Service Charges will apply – see Section 4.2.15.4 of this tariff.
- Long Distance is available with this product and is rated at $0.07/minute.
- Declining free features does not reduce the package rate. Additional features can be purchased at "a la carte" rates - see Section 4.2.16 of this tariff.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE.
- Toll Free service is available with this product
- Early Termination Fees are calculated using the following formula: $100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.
- Product may not be available in all CLLIs.
- An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to Home Connection. There is a maximum of 20 extensions per voicemail box.

(1) Effective December 23, 2009, any former Cleartel product listed in the Monthly Recurring Charges sections throughout Section 4.2.15 of this tariff will now be billed as the corresponding product being defined in that section.

(2) Effective December 23, 2009 this product is Grandfathered and no longer available.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.15 CLEARTEL SERVICES (continued)

4.2.15.1 Residential Price Packages (continued)

B. Home Essentials (1)

1. Home Essentials is equipped with:

Basic Residential Line
Unlimited Features
Unlimited Local Intra-LATA Long Distance
2,500 Minutes of Domestic Inter-LATA Long Distance

2. Monthly Recurring Charges:

	Current Rate
Per Line	$65.95

3. This product was formerly known as the following Cleartel product names:

Former Cleartel Product Names
Residential Enhanced
Residential Unlimited

4. Non-Recurring Charges are located in Section 4.2.10 of this tariff.
5. Rules & Regulations:

- Miscellaneous Service Charges will apply – see Section 4.2.15.4 of this tariff.
- Long Distance is available with this product and is rated at $0.07/minute.
- Declining free features does not reduce the package rate. For a list of features, see Section 4.2.16 of this tariff.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE.
- Toll Free service is available with this product
- Early Termination Fees are calculated using the following formula: $100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.
- Product may not be available in all CLLIs.
- An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to Home Essentials. There's a maximum 20 extensions per voicemail box.

(1) Effective December 23, 2009 this product is Grandfathered and no longer available.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.15 CLEARTEL SERVICES (continued)

4.2.15.2 Business Price Packages

A. BirchNet Value Line (1)

1. BirchNet Value Line is equipped with:

Basic Business Line

2. Monthly Recurring Charges:

	Current Rate
Per Line	$29.72

3. This product was formerly known as the following Cleartel product names:

Former Cleartel Product Names
Basic Business Value Plan
Business Line

4. Non-Recurring Charges are located in Section 4.2.10 of this tariff.
5. Rules & Regulations:

- Miscellaneous Service Charges will apply – see Section 4.2.15.4 of this tariff.
- Long Distance is available with this product and is rated at $0.063/minute.
- Features can be purchased at "a la carte" rates – see Section 4.2.16 of this tariff.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE.
- Toll Free service is available with this product.
- Early Termination Fees are calculated using the following formula: $100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.
- Product may not be available in all CLLIs.
- An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to BirchNet Value Line. There is a maximum of 20 extensions per voicemail box.

(1) Effective December 23, 2009 this product is Grandfathered and no longer available.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.15 CLEARTEL SERVICES (continued)

4.2.15.2 Business Price Packages (continued)

B. BirchNet Basic (1)

1. BirchNet Basic is equipped with:

Basic Business Line
Caller ID Deluxe
Call Waiting
Unlimited Local Intra-LATA Long Distance
Free Hunting

2. Monthly Recurring Charges:

	Current Rate
Per Line	$30.95

3. This product was formerly known as the following Cleartel product name:

Former Cleartel Product Names
Multi-Line Business

4. Non-Recurring Charges are located in Section 4.2.10 of this tariff.
5. Rules & Regulations:

- Miscellaneous Service Charges will apply – see Section 4.2.15.4 of this tariff.
- Long Distance is available with this product and is rated at $0.063/minute.
- Declining free features does not reduce the package rate. Additional features can be purchased at "a la carte" rates - see Section 4.2.16 of this tariff.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE.
- Toll Free service is available with this product.
- Early Termination Fees are calculated using the following formula: $100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.
- Product may not be available in all CLLIs.
- An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to BirchNet Basic. There is a maximum of 20 extensions per voicemail box.

(1) Effective December 23, 2009 this product is Grandfathered and no longer available.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.15 CLEARTEL SERVICES (continued)

4.2.15.2 Business Price Packages (continued)

C. BirchNet Basic Plus (1)

1. BirchNet Basic Plus is equipped with:

Basic Business Line
Unlimited Features
Unlimited Local Intra-LATA Long Distance
Free Hunting

2. Monthly Recurring Charges:

	Current Rate
Per Line	$45.95

3. This product was formerly known as the following Cleartel product names:

Former Cleartel Product Names	
Business Enhanced	Preferred Value Plan 1 Line
IDS Total Choice	Single Line Business
IDS Total Choice One Line Package	Preferred Business Value Plan
IDS Value Plus	

4. Non-Recurring Charges are located in Section 4.2.10 of this tariff.
5. Rules & Regulations:

- Miscellaneous Service Charges will apply – see Section 4.2.15.4 of this tariff.
- Long Distance is available with this product and is rated at $0.07/minute.
- Declining free features does not reduce the package rate. For a list of features, see Section 4.2.16 of this tariff.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE.
- Toll Free service is available with this product.
- Early Termination Fees are calculated using the following formula: $100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.
- Product may not be available in all CLLIs.
- An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to BirchNet Basic Plus. There is a maximum of 20 extensions per voicemail box.

(1) Effective December 23, 2009 this product is Grandfathered and no longer available.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.15 CLEARTEL SERVICES (continued)

4.2.15.2 Business Price Packages (continued)

D. BirchNet Essentials (1)

1. BirchNet Essentials is equipped with:

Basic Business Line
Unlimited Features
Unlimited Local Intra-LATA Long Distance
1,500 Minutes of Domestic Inter-LATA Long Distance
Free Hunting

2. Monthly Recurring Charges:

	Current Rate
Per Line	$65.95

3. This product was formerly known as the following Cleartel product name:

Former Cleartel Product Name
Business Unlimited

4. Non-Recurring Charges are located in Section 4.2.10 of this tariff.
5. Rules & Regulations:

- Miscellaneous Service Charges will apply – see Section 4.2.15.4 of this tariff.
- Long Distance is available with this product and is rated at $0.07/minute.
- Declining free features does not reduce the package rate. For a list of features, see Section 4.2.16 of this tariff.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE.
- Toll Free service is available with this product.
- Early Termination Fees are calculated using the following formula: $100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.
- Product may not be available in all CLLIs.
- An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to BirchNet Essentials. There is a maximum of 20 extensions per voicemail box.

(1) Effective December 23, 2009 this product is Grandfathered and no longer available.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.15 CLEARTEL SERVICES (continued)

4.2.15.3 Customer Owned Pay Telephone (COPT) Service

1. Description (continued)

- The Company will provide directory assistance service under the provisions of this tariff. However, the Company is not required to provide such service to COPT lines accessible to inmates of confinement facilities. The customer shall be responsible for the installation, operation and maintenance of the COPT used in connection with this service.

  (a) The customer shall be responsible for the payment of Maintenance of service Charges, as provided for in Section 4.2.10 of this tariff. The customer is responsible for visits by a Birch Communications dispatched technician to the customer's premises when a service difficulty or trouble report results from the use of customer-provided pay telephones and the maintenance/repair call is authorized by the owner or agent.

- The COPT provider is responsible for the payment of charges for all local and toll messages.
- The COPT provider must comply with all applicable federal, state and local laws and regulations.
- COPT may be connected to, from, or through a customer-provided telecommunications switching system, provided that the pay telephone service provider meets all requirements. The pay telephone service provider must ensure that access to E-911, 911, and/or 0- is not blocked and must comply with all legislative and rule requirements regarding the operation of E-911 and 911. This access configuration is not allowed if it prevents usage measurement, by Birch Communications, of the COPT access line.
- Pay telephone must be registered in compliance with Part 68 of the FCC's Registration Program or connected behind an FCC registered coupler.

2. Call Screening and Services

A. Billed Number Screening (BNS)

1. BNS is provided at the customer's option at no charge. It is a process by which the Carrier (LEC, IXC, OSP, etc.) validates customer acceptance of incoming Billed to Third Party or Collect calls by means of a data base query.

2. Customers who elect not to subscribe to Billed Number Screening, as described in paragraph A.1. preceding, will be fully responsible for all collect calls and third number billed calls which are billed to customer's exchange access line. Birch Communications shall have no responsibility to adjust any such charges and/or release customer from paying such charges. Customer will hold Birch Communications harmless from and against any liability or loss resulting from all such collect calls and third number billed calls.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.15 CLEARTEL SERVICES (continued)

4.2.15.3 Customer Owned Pay Telephone (COPT) Service (continued)

2. Call Screening and Services (continued)

B. Selective Class of Call Screening (SCOCS)

1. SCOCS is an optional service feature which may be provided where such facilities are available. It enables a customer, by means of a Company provided line screening code to restrict outgoing operator handled calls from a designated access line to only those calls which are charged to the called number (Collect), a third number or a Calling Card account.

   - SCOCS is only effective where (1) the Company carries the call, or (2) when the carrier (LEC, IXC, OSP) or other entities which carries the call recognizes the originating line screening which identifies the line as one that subscribes to SCOCS and only permits calls in conformity therewith.
   - However, if the customer subscribes to SCOCS, the customer will not be responsible for message charges incurred for calls placed in violation of the call screening restrictions. If a carrier for which the Telephone Company is the billing agent carries a call from a line subscribed to SCOCS, the Telephone Company will adjust such message when the customer brings the situation to the Telephone Company's attention. Such message charges will be charged back as uncollectible to the carrier.

2. Originating line screening for a designated COPT access line can be arranged by providing one of the three following types of SCOCS.

   (a) Type 1: Basic SCOCS - An outgoing call will not be permitted unless the end user makes arrangements to have the call billed to a called telephone number (Collect Call), a third telephone number, or a Calling Card account.

   (b) Type 2: Collect Only-Inmate calls: Under this arrangement only an outgoing call billed to a called telephone number (Collect Call) is permitted.

   (c) Type 3: Coinless Only SCOCS - An outgoing call will not be permitted unless the end user makes arrangements to have the call billed to a called telephone number (Collect Call), a third telephone number, or a Calling Card account.

3. No variation, alteration or refashion of the screening codes, billing restrictions, applicable access or other general provision of SCOCS will be permitted.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.15 CLEARTEL SERVICES (continued)

4.2.15.3 Customer Owned Pay Telephone (COPT) Service (continued)

2. Call Screening and Services (continued)

B. Selective Class of Call Screening (SCOCS) (continued)

4. In those serving central offices where call screening is not available, the Company will not bill any call, including, but not limited to, third number billed, collect, "0" or "0+" calls to a number which has been clearly identified as a pay telephone to the Company-provided operator at the time of the call attempt. However, the Company will not be responsible for refunds of adjustment of charges for calls placed through other than Company-provided operators.

5. All local calls and calls to Telephone Company numbers such as repair service, Directory Assistance Services and to public emergency numbers, such as 911, will be permitted from the COPT access line. However, these requirements may be waived when pay telephones are accessible to inmates in confinement facilities.

6. All Customers who elect not to subscribe to Selective Class of Call Screening, as described in this Section, will be fully responsible for all calls billed to customer's exchange access line. The Company shall have no responsibility to adjust any such charges and/or release customer from paying any such charges. Customer will hold the Company harmless from and against any liability or loss resulting from all calls billed to customer's exchange access line.

C. Central Office Call Blocking

1. Local and "1+" call blocking provides central office blocking of all local calls (7 digit) and direct dialed toll calls from coinless telephones. However, a uniform access code 950-XXXX assigned to a carrier for its international communications is not blocked but is routed to that carrier. The calls blocked include, but are not limited to **111+11,** 1110XXX+111, "IOXXX+011", "IOIXYXX+I" and "IOIXXXX+011" type calls. This service is offered in serving offices where facilities exist.

2. International Direct Dialed (IDD) call blocking is an optional service arrangement which provides central office blocking of direct dialed international calls ("011", "IOXXX+0 II" and 10 1 XXXX+O II") from coin operated telephones to telephone numbers outside the North American Dialing Plan. This service is offered in serving offices where facilities exist. Customers who elect not to subscribe to IDD call blocking shall be responsible for the payment of all charges associated with IDD calls and shall indemnify and hold Birch Communications harmless from any and all loss and expense occasioned by fraudulent international calls which may be placed from the COPT access line.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.15 CLEARTEL SERVICES (continued)

4.2.15.3 Customer Owned Pay Telephone (COPT) Service (continued)

2. Call Screening and Services (continued)

D. Answer Supervision - Line Side: provides "off-hook" supervisory signals to customer premises equipment. These signals originate from the "called" party's serving (terminating) central office to a line interface at the "calling" party's serving (originating) central office. This feature provides the signal that allows billing to begin. This feature is not compatible with the Call Waiting, Speed Calling and Three-Way Calling features when provided Selective Class of Call Screening.

3. Violation of Regulations

A. If a COPT subscriber is in violation of a tariff provision, the Company will notify the COPT subscriber of the violation in writing. Such notice must refer to the specific tariff provisions being violated. The notice must state that the COPT subscriber is subject to disconnection by the Company for violation of the tariff unless the violation is corrected and the Company is notified, in writing, within 20 days of receipt of such notice that the violation has been corrected. The Company may disconnect service for violation of the tariff on or after the 20th day after receipt of the notice by the COPT subscriber, if the COPT subscriber did not notify the Company in writing within 20 days of receipt of the notice that the violation was corrected. However, if the COPT subscriber has filed a complaint with the commission regarding the disconnection and has provided the Company with a copy of the complaint that indicates that the complaint has been filed with the Commission's complaint office, within 20 days of receipt of the notice of violation the Company will not disconnect service pending resolution of the complaint by the Commission.

B. Where a pay telephone is discovered to be connected to the network and is being billed under any tariff other than the COPT tariff, the Telephone Company will back-bill the difference between the COPT rate for 6 months, and the rate the customer actually paid, unless the customer can show that the pay telephone instrument was connected at a later date, in which case the back-billing shall run from the date of connection.

C. If a customer fails to pay the amount back-billed, the Telephone Company shall suspend service on the COPT access line and on any other business service provided by the Telephone Company to the COPT customer, until such time as the back-billed amount is paid in full.

4. Monthly Recurring Charge = $39.95

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.15 CLEARTEL SERVICES (continued)

4.2.15.4 Miscellaneous Service Charges

A. Facilities Charges

The Facilities Charge provides for delivery of high quality services, including connecting customers to the network, customer service and network monitoring, updating operational systems, and the construction of a facilities-based network. The Facilities Charge is applied to each line. A Supplementary Facilities Charge is also applied to each line where Birch Long Distance service is used.

Charge (per line)	Current Rate
Facilities Charge	$8.08

Charge (per line with Birch LD)	Current Rate
Supplementary Facilities Charge	$1.00

B. Carrier Access Recovery Charge

The Carrier Access Recovery Charge funds a contribution towards higher costs of interconnection with other carriers. This charge is applied to each line.

Charge (per line)	Current Rate
Carrier Access Recovery Charge	$4.31

C. Regulatory Compliance Fee

The Regulatory Compliance Fee covers costs associated with ongoing regulatory and compliance obligations, participation in regulatory proceedings, handling customer complaints with regulatory agencies, and negotiations with other regulated carriers. This charge is applied to each line.

Charge (per line)	Current Rate
Regulatory Compliance Fee	$2.95

D. Excessive Usage Charge

If the Company determines that Customer's usage exceeds 2500 minutes on a Residential long distance plan or 2000 minutes on a Business long distance plan (except T-1 Plans) then the Customer shall forfeit eligibility for rates under this plan and (1) Customer will be charged an additional $40.00 per month per line for as long as the excess usage or violation continues, (2) Customer will be moved to another Birch long distance plan unless an alternative plan is selected by the Customer, and/or (3) long distance service may be blocked without notice.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.15 CLEARTEL SERVICES (continued)

4.2.15.5 **Prepaid Services** (T)

A. Tempo Value Line (T)

1. Tempo Value Line is equipped with: (T)

Basic Residential Line

2. Monthly Recurring Charges:

	Current Rate
Per Line	$37.95

3. Rules & Regulations:

- Miscellaneous Service Charges will apply – see Section 4.2.15.4 of this tariff.
- Long Distance is unavailable with this product. All Long Distance will be blocked upon setup of this service.
- Features can be purchased at "a la carte" rates – see Section 4.2.16 of this tariff. Features cannot be added/deleted during the prepaid month. Feature changes can only be submitted upon payment of the next prepaid month.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE.
- Product may not be available in all CLLIs.
- An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to Tempo Value Line. There is a maximum of 3 extensions per voicemail box. (T)
- Inside Wire Maintenance can be added with this product, but only at time of install.
- There is no pro-ration or de-ration with prepay product, features and services.
- Once payment is made, it will not be refunded if disconnected before the end of the month paid.
- Lifeline is available to qualified prepaid customers. See Section 4.5.10.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.15 CLEARTEL SERVICES (continued) (T)

4.2.15.5 **Prepaid Services** (T)

B. Tempo Basic (T)

1. Tempo Basic is equipped with:

Basic Residential Line
Caller ID Deluxe
Call Waiting

2. Monthly Recurring Charges:

	Current Rate
Per Line	$42.95

3. Rules & Regulations:

- Miscellaneous Service Charges will apply – see Section 4.2.15.4 of this tariff.
- Long Distance is unavailable with this product. All Long Distance will be blocked upon setup of this service.
- Declining free features does not reduce the package rate.
- Additional features can be purchased at "a la carte" rates – see Section 4.2.16 of this tariff. Features cannot be added/deleted during the prepaid month. Feature changes can only be submitted upon payment of the next prepaid month.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE.
- Product may not be available in all CLLIs.
- An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to Tempo Basic. There is a maximum of 3 extensions per voicemail box. (T)
- IW Maintenance can be added with this product, but only at time of install.
- There is no pro-ration or de-ration with prepay product, features and services.
- Once payment is made, it will not be refunded if disconnected before the end of the month paid.
- Lifeline is available to qualified prepaid customers. See Section 4.5.10.

4. 300 Prepaid LD Minutes - Available only to prepaid residential customers with the Tempo Basic service, this package provides 300 total minutes of Intra-Lata, Intra-State and Inter-State long distance for an additional $8.00 per month. The LD will not exceed 300 minutes per month, and will be reset upon payment by the customer. (T)

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.15 CLEARTEL SERVICES (continued)

4.2.15.5 **Prepaid Services** (T)

C. Tempo Essentials (T)

1. Tempo Essentials is equipped with: (T)

Basic Residential Line
Unlimited Features
2,000 Free Minutes of Inter-LATA Long Distance

2. Monthly Recurring Charges:

	Current Rate
Per Line	$74.95

3. Rules & Regulations:

- Miscellaneous Service Charges will apply – see Section 4.2.15.4 of this tariff.
- Customer will be given 2,000 free minutes of Long Distance with this service. The free minutes include Intra-LATA, Intra-State and Inter-State toll. Customer cannot exceed the 2,000 minutes. Long Distance will be unavailable after the allotted 2,000 minute block, until the service is renewed the following month.
- Declining free features does not reduce the package rate.
- Features cannot be added/deleted during the prepaid month. Feature changes can only be submitted upon payment of the next prepaid month.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE.
- Product may not be available in all CLLIs.
- An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to Tempo Essentials. There is a maximum of 3 extensions per voicemail box. (T)
- Inside Wire Maintenance can be added with this product, but only at time of install.
- There is no pro-ration or de-ration with prepay product, features and services.
- Once payment is made, it will not be refunded if disconnected before the end of the month paid.Lifeline is available to qualified prepaid customers. See Section 4.5.10.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.16 Features and Blocks

Any of the following calling features may be added, subject to ILEC availability. The following rates apply only when these calling features are added to a line that does not include the feature in the package. To add calling features to any other service, please refer to Section 4.2.10 for applicable rates.

Feature Description	Business	Residential	
3 Way Calling	$8.63	$8.05	(I)
3 Way Calling w/Transfer	$7.99	$8.05	(I)
Call Block	$8.05	$8.05	(I)
Call Forward Busy	$5.75	$2.30	(I)
Call Forward Variable	$9.78	$8.05	(I)
Call Fwd Don't Answer w/RC	$5.75	$1.73	(I)
Call Return	$9.20	$8.05	(I)
Call Tracing	$7.48	$5.75	(I)
Call Waiting	$8.63	$8.63	(I)
Call Waiting w/CID Opt	$2.88	$1.44	(I)
Caller ID	$12.65	$10.34	(I)
Caller ID Block	$5.75	$5.75	(I)
Caller ID Deluxe	$16.10	$10.35	(I)
Distinctive Ring	$9.20	$6.90	(I)
Enhanced Caller ID	$19.55	$8.05	(I)
Hunting	$5.95	$5.95	
Preferred Call Forwarding	$6.90	$5.75	(I)
Remote Access to Call Fwd	$8.57	$8.05	(I)
Repeat Dialing	$8.05	$5.75	(I)
Restrict International	$5.95	$5.95	(I)
Restrict Toll	$6.90	$6.90	(I)
Simultaneous Call Forwarding	$5.75	$4.89	(I)
Speed Call 30	$8.05	$5.75	(I)
Speed Call 8	$7.48	$5.18	(I)

4.2.17 Features Offered on a Usage Sensitive Basis

The Customer will be billed the Per Feature Activation Charge shown in the following table each time the feature is used by the Customer. Customers may subscribe to these features on a monthly basis to obtain unlimited use of the feature for a fixed monthly charge.

Three-Way Calling	$2.00
Call Return	$2.00
Repeat Dialing	$2.00
Busy Connect (Per call, per use)	$0.90

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4. SERVICES (continued)

4.2 General Exchange Services (continued)

4.2.18 American Fiber Network (AFN) and Close Call America, Inc. (CCA) Services

A. BirchNet Basic Plus

The following products will change their name and begin billing as BirchNet Basic Plus beginning with their first Birch invoice.

Residential First Line

B. BirchNet Value Line

The following products will change their name and begin billing as BirchNet Value Line beginning with their first Birch invoice.

Residential Line Charge-Primary

Suspended Line Rate

Residential First Line

4.2.19 Payphone Service Provider (PSP) Services

4.2.19.A Rules and Regulations

1. Service for Payphone Service Provider ("PSP") Telephones is an exchange line service provided at the request of the subscriber for telecommunications use.

2. Service is provided for use with PSP telephones.

3. The carriage and completion of all local dialed calls including operator service functions are provided by the Company.

4. Service is provided subject to the condition that telephone messages (local and long distance) placed from stations that are accessible to the public are completed over PSP lines (or other Public or Semipublic lines). Where service is furnished, any type or grade of residence or business service offered regularly at that location may be furnished in addition, provided such residence or business service is confined to locations solely for use by the particular establishment.

5. Service may not be attached to other types of access lines. A subscriber must order a separate PSP Access line for each PSP telephone installed and will be billed the tariff rate for each line.

6. Service may only be provided as Two-Way service, except lines placed in correctional institutions, schools, hospitals and other locations for which a specific exemption has been granted by the Public Service Commission. There will be no charge imposed for incoming calls.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)
4.2.19 Payphone Service Provider (PSP) Services (continued)
4.2.19.A Rules and Regulations (continued)

7. For customers subscribing to Caller ID - Deluxe, if the incoming call originates from a customer provided public telephone, the name information transmitted will always be "Pay Phone".

8. The PSP shall be responsible for the installation, operation and maintenance of any PSP instruments used in connection with this service.

9. The PSP shall be responsible for payment of a nonrecurring charge as specified in this tariff for each visit by the Company or its agent to the customer's premises solely to determine that the service difficulty or trouble report results from the use of equipment or facilities provided by the customer.

10. PSP telephones must be connected to the telephone network in compliance with Part 68 of the FCC Rules and Regulations as well as regulatory requirements of the New York Public Service Commission. The telephones must have the following operational characteristics:

(a). Must be lighted during the hours of darkness when light from other sources is not adequate to read instructions and use the payphone.

(b). Must be able to access 911 Emergency Service, where available, at no charge to the calling party. Where 911 is not available, must be able to access the "Operator", at no charge to the calling party. The appropriate emergency number (Operator, 911) must be clearly posted at each PSP location.

(c). Must be equipped to return the coins to the caller in the case of an incomplete call, except messages to a Feature Group A access number.

(d). Must provide free access to dial-tone and toll free numbers (e.g., 800, 877, and 888).

(e). Must complete calls to local and long distance directory assistance.

(f). Must provide free access to the responsible party for repairs or refunds. The Company is not responsible for refunds of coins deposited in customer-provided coin-operated public telephones.

(g). Must be equipped with a legible sign, card, or plate of reasonable permanence that shall identify the following:

I. The telephone number and location address of the payphone station, name and certificate number of the certificate holder, the party responsible for repairs and refunds, address of responsible party, free phone number of responsible party, clear dialing instructions (including notice of the lack of availability of local or toll services) and the local coin rate.

II. For those payphone stations that will terminate conversation after a minimum elapse of time, notice shall be included on the sign card as well as an audible announcement 30 seconds prior to termination of the phone call.

(h). Each payphone station that provides access to any interexchange company must provide coin free access to all locally available interexchange companies (except for Feature Group A access). The payphone station shall provide such access through the forms of access purchased by locally available long distance carries such as 10XXX+0, 10XXXX+0, 101XXXX+0, toll free (e.g., 800, 877, and 888) access.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)
4.2.19 Payphone Service Provider (PSP) Services (continued)
4.2.19.A Rules and Regulations (continued)

(i). May have a maximum of one non-dialable extension per station access line. This extension must be within the same premises as the main station and may be a maximum of 35 feet from the main station or have a privacy feature to disable the extension when the main station is in use.

(j). No sales solicitation shall be allowed during the interval between the last digit dialed by the end user and connection with the interexchange carrier.

(k). All 0- calls shall be routed to a telecommunications company that is authorized by the Commission to handle 0- calls. All other calls, including operator service calls, may be routed to the PSP's carrier of choice, unless the end user dials the appropriate access code for their carrier of choice, i.e., 950, 10XXX, 10XXXX, 101XXXX, and toll free access (e.g., 800, 877, and 888).

11. Each payphone station:

(a). Must allow incoming calls to be received at all times, with the exception of those locations at hospitals, schools and locations specifically exempted by the Commission. There shall be no charge for receiving incoming calls.

(b). A PSP may petition the Commission for an exception from the incoming call requirement for a period that shall not exceed two years from the effective date of the Order granting the exemption. Where incoming calls are not received, central office based intercept shall be provided at no charge to the end user and a written notice shall be prominently displayed on the payphone directly above or below the telephone which states: "Incoming calls blocked at request of law enforcement."

(c). Must be connected to an individual access line.

(d). Must permit outgoing calls to be placed at all times. Each pay telephone service company shall make all reasonable efforts to minimize the extent and duration of interruptions of service. Service repair programs should have as their objective the restoration of service on the same day that the interruption is reported to the company (Sundays and holidays excluded).

12. Telephone Directories (current white page directory for the local calling area and a reasonably current yellow page directory that is appropriate for the calling area of the payphone station) shall be maintained at each payphone station.

(a). Where there is a single payphone station, a directory shall be maintained at each station.

(b). Where there are two or more payphone stations located in a group, a directory for the entire local calling area shall be maintained at every other station. However, where telephone pay stations are fully enclosed, a directory shall be maintained at each payphone station.

(c). Payphone stations that provide local directory assistance at no charge are exempt from the provision of this rule. A notice must appear on the placard if local directory assistance at no charge is being provided.

13. Normal maintenance and coin collection activity shall include a review of the cleanliness of each payphone station.

14. Each payphone station must comply with rules of the American National Standards Institute, Inc. relative to physical handicap accessibility.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)
4.2.19 Payphone Service Provider (PSP) Services (continued)
4.2.19.A Rules and Regulations (continued)

15. Each pay telephone station shall permit end users to input unlimited digits for the duration of the call.

16. Toll Fraud Liability

(a). A company providing interexchange telecommunications services or local exchange telecommunications services shall not collect from a PSP for:

I. Charges billed to a line for calls which originates from that line through the use of access codes such as 10XXX, 10XXXX, 101XXXX, 950, and toll free (e.g. 800, 877, 888) access codes, or when the call originating from that line otherwise reached an operator position, if the originating line is subscribed to outgoing call screening and the call was placed after the effective date (the date after the call screening order was placed and associated charges apply) of the outgoing screening order;

II. Charges for collect or third number billed calls, if the line to which the call was billed was subscribed to incoming call screening and the call was placed after the effective date of the incoming call screening order. Any call billed through the provider of local exchange telecommunications services or directly by an interexchange company, or through a billing agent, which have been identified as not collectible as described above, must be removed from any PSP's bill after the PSP gives notice of the fraudulent charges to the billing party. Pay telephone providers shall give such notice to the provider of local exchange telecommunications services and the interexchange company in writing no later than the due date of the bill.

III. The provider of local exchange telecommunications services is responsible for charges described in a. above that are associated with the failure of the provider of local exchange telecommunications services' screening services.

IV. The interexchange company is responsible for charges described in P.1.a. above that are associated with the failure to properly validate calls via the appropriate provider of local exchange telecommunications services' database.

V. Any charges accrued to a line when the subscriber has subscribed to the provider of local exchange telecommunications services to screen calls described in P.1.a. above shall not be the basis for discontinuance of local and intrastate service.

17. Providers serving confinement facilities shall provide for completion of all inmate calls allowed by the confinement facility.

18. Pay telephones stations located in confinement facilities shall be exempt from the preceding requirements except that outgoing local and long distance calls may not be terminated until after a minimum elapsed time of ten minutes. Audible and written disconnect notifications shall apply, and one access line shall not be connected to more than three pay telephone stations.

19. Proof of all necessary certifications must be furnished to the Company by the subscriber prior to service being furnished.

20. The subscriber is responsible for meeting all federal, state and local statutes with respect to provision of PSP telephones in accordance with all hearing impaired and handicapped person requirements.

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4. SERVICES (continued)

4.2 General Exchange Services (continued)
4.2.19 Payphone Service Provider (PSP) Services (continued)
4.2.19.A Rules and Regulations (continued)

21. Violations of Regulations

(a). Where any PSP telephone is used and/or connected in violation of this tariff, the Company will promptly notify the customer of the violation.

(b). Violations of the tariff, Commission rules pertaining to public telephone service or certification requirements will subject subscribers of service to suspension and/or termination of service consistent with this tariff.

22. Service Features

Zone Sensitive Rate for PSP

Central Office Blocking with Operator Screening for Flat Rate Service. Subscribers to this service are required to take one of the following options where facilities are available to provide such service.

(a). Two-Way Service:

I. Provides central office blocking of 011+ calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line.

II. Provides central office blocking of 7 digit local, 1+DDD, 1+ 900 and 011+ calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line.

III. Provides central office blocking of 1+DDD, 1+900 and 011+ calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line.

4.2.19.B Payphone services are equipped with :

Payphone Line
Free Non-Published Listing
Free 900/976 Block
Free International Direct Dial Block
Unlimited Local Intra-LATA Long Distance

4.2.19.C Rates - The monthly recurring charge for this service is $52.30

4.2.19.D AFN and CCA PSP

The following products of AFN or CCA have been grandfathered and will be billed as "Payphone."

Coin Line Flat Rate	Payphone Access Service
Coinless Payphone Access - Outward Only	Smart PAL
Coinless Payphone Access - Outbound Only	Smart Payphone
Interra Payphone Access Service	Smart Public
Interra Payphone Line Rate	PAL Message Rate
Payphone Access Line	

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4. SERVICES (continued)

4.3 Toll Services

This tariff section applies to Long Distance Message Telecommunications Service furnished or made available by the Company over service components located wholly within or partly within the Local Access and Transport Areas (LATAs) of the Commonwealth of Kentucky between two or more points within LATAs of the Commonwealth of Kentucky and where the respective rate centers of such points are also located in said Commonwealth.

Service is furnished subject to the availability of the service components required. The Company will determine which of those components shall be used and made modifications to those components at its option.

4.3.1 Two-Point Service

A. Operator Service Charges

Description	Rate
Station-to-Station Service	
Collect	
Non-Automated	$3.05
Semi-Automated	2.75
Fully Automated	2.50
Billed to a Third Number	
Non-Automated	$3.05
Semi-Automated	2.75
Fully Automated	2.50
Sent-Paid	
Non-Automated	$3.05
Semi-Automated	2.75
Person-to-Person Service	
Non-Automated	$5.70
Semi-Automated	5.40
Other Services	
Line Status Verification	$6.45
Busy Interrupt	12.90

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4. SERVICES (continued) (N)

4.3 Toll Services (continued)

4.3.2 Toll Service

Provides facilities to complete interLATA, intrastate or intraLATA, interexchange calls between two points. Customer makes call by dialing directly or with operator assistance. Direct Dialing includes 1 + Area Code (where necessary) + telephone number, or, in some cases for IntraLATA, users must access the Company's network by dialing 1010678 then 1 + Area Code + Number. For operator assistance a customer dials O only, O + telephone number or O + NPA + telephone number for IntraLATA calls.

No monthly recurring charges or minimum monthly billing requirements for outbound long distance calls will apply for those customers using Birch for both local and long distance service. A minimum monthly billing requirement of $4.95/account per month will apply for customers using Birch for long distance service only.

Monthly Recurring Charge for Long Distance Only Customers: $1.95

	Per Minute	Minimum Increment	Billing Increment
With Local Service	*<Based on Product>*	30 seconds	6 seconds
Without Local Service	$0.099	30 seconds	6 seconds

4.2.3 Birch Long Distance

	Rates Per Minute		
	Current Rates Per Product		
Products	Intra-Lata	Intra-State	Inter-State
BirchNet Value Line	$0.069	$0.069	$0.069
BirchNet Basic Line	Unlimited	$0.049	$0.049
BirchNet Essentials	Unlimited	$0.049	$0.049
Home Connection	$0.060	$0.060	$0.060
Home Essentials	Unlimited	$0.060	$0.060

Long Distance Rates apply to all domestic 1+ direct dialed minutes of use. While there are plans that offer free long distance, the customer may choose to use another carrier for their long distance purposes; however, declining the Birch long distance will not reduce the package monthly rate.

Long distance is only applicable to standard outbound domestic long distance only, originating from Birch customer to the 50 US States, and US territories (Puerto Rico, Guam, USVI, No. Marianas). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.

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4. SERVICES (continued) (N)

4.3 Toll Services (continued)

4.3.4 **Toll Free Service**

Toll Free Service provides for facilities for the Customer(s) to receive interLATA and intraLATA calls. The Customer will be assigned unique Toll Free number(s) that, when dialed, will be routed via the Company's network and terminate at Customer's designated local access line(s).

Monthly Recurring Charge per Number: $5.00

8XX usage will be billed separately.

	Per Minute	Minimum Increment	Billing Increment
With Local Service	$0.069	30 seconds	6 seconds
Without Local Service	$0.089	30 seconds	6 seconds

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4. SERVICES (continued)

4.4 Directory Services

4.4.1 Directory Listings

Listings are regularly provided in connection with all classes of Exchange Service, unless the customer subscribes to Non-published or Non-listed Service. The contract period for directory listings where the listing is printed in the directory is the directory period. Where the listing has not been printed in the directory, the period is one month.

In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing a non-published or non-listed telephone number in the directory or disclosing said number to any person shall attach to the Company. Where such a number is published in the directory, the Company's liability shall be limited to and satisfied by a refund of any monthly charges which the Company may have made for such listing. The subscriber indemnifies and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listing or non-published listing.

1. Additional Listing

	Monthly Rate	
Business	$2.20	(I)
Residential	$1.50	(I)

2. Additional Extra Listing – 800 number

	Monthly Rate	
Business	$2.20	(I)

3. Alternate Listings

	Monthly Rate	
Business alternate listings, each	$2.20	(I)

4. Dual Name Listings

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4. SERVICES (continued)

4.4 Directory Services (continued)

4.4.1 Directory Listings (continued)

5. Caption Listing

6. *Cross Reference Listing*

	Monthly Rate
Business	$1.80

7. Extra Lines

The regular extra listing rate applicable in the exchange in which the listing appears applies to each extra line listing.

8. Foreign Listings

The regular extra listing rate applicable in the exchange in which the listing appears applies to each Foreign Listing.

Where the Foreign Listing appears in a state of other than Kentucky, the applicable rate will be that tariffed by the Company in that state, or where the Company does not provide service, the applicable rate will be that tariffed by the incumbent local exchange carrier in the exchange in which the listing appears.

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4. SERVICES (continued)

4.4 Directory Services (continued)

4.4.1 Directory Listings (continued)

9. Foreign Alternate Listing

10. Foreign Cross Reference Listing

11. Foreign Listing Free

12. Foreign Special Text Listing

13. Free Additional Listing

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4. SERVICES (continued)

4.4 Directory Services (continued)

4.4.1 Directory Listings (continued)

14. Optional Calling Plan Listing

15. Regular Extra Listings

16. Special Text

17. Stylist Listing

	Monthly Rate
Business	$3.50

18. Telephone Answering Service Listing

19. Titles and Suffixes

One title is allowed at no charge. Those in excess of one will be provided at the following rate:

20. Non-Listed Listing (N)

	Monthly Rate
Business	$3.50
Residential	$3.50

21. Non-Published Listing

	Monthly Rate
Business	$5.50
Residential	$5.50

(N)

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4. SERVICES (continued)

4.4 Directory Services (continued)

4.4.2 Directory Assistance Service

A. Rates

1. Where the customer places a sent-paid direct dialed call to Directory Assistance, the charge for each call (maximum of two numbers requested) is $1.79. **(I)**

2. Where the customer places a call to the Directory Assistance attendant via an operator or has Directory Assistance Service Charges are billed to a third number; or a special billing number, the charge for each call (maximum of two requests per call) is $1.79. **(I)**

B. Directory Assistance Charge Exemption

Directory Assistance Charge Exemption gives 50 Free (local, long distance, or combination of both) DA calls per billing cycle on each line where the end user has disabilities that prevent use of the telephone directory. Normal tariffs apply to DA calls for the 51st and all other additional calls within a billing cycle. For purposes of this rule, disability means, with respect to an individual, a physical or mental impairment that prohibits a customer from using the telephone directory.

A letter from the end-user's physician, clinic or appropriate group/agency verifying the disability, on the official letterhead of the physician, should be attached to the application. Access Integrated Networks will not be responsible for any charges incurred to obtain certification. In addition to the physician's letter, the customer will be required to complete Access's Directory Assistance Charge Exemption Application Form.

4.4.3 Directory Assistance Call Completion

1. Rates

Each Local Directory Assistance Call	$1.50
Each Long Distance Directory Assistance Call	$1.99

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4. SERVICES (continued)

4.4 Directory Services (continued)

4.5.4 National Directory Assistance

A. Service Description

National Directory Assistance (NDA) is a service whereby customers may request listing information for areas outside their LATA or home NPA. Requests for listings that are intraLATA or within the customers home NPA are billed under the current Directory Assistance plan as described in Section 4.6 of the Local Exchange Tariff.

Callers access NDA by dialing 1+411 or 0+411. Only calls made for listings outside the customers' local directory assistance scope as defined above will be eligible for NDA.

B. Regulations

The regulations and rates set forth below apply to all calls from customers who request assistance in determining telephone number information of national subscribers as defined in 4.5.4 A. above.

The customer will be charged for each listing request made during the call. The NDA rate applies per listing request whether or not a number is provided including requests for numbers which are non-published, non-listed or not found. There are no allowances associated with NDA.

There are no exemptions from billing for requests for NDA.

C. Rates

	Charge Per Listing Request	
Sent Paid Request	$1.99	(I)
Alternately Billed Requests	1.99	(I)

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4. SERVICES (continued)

4.5 Miscellaneous Services

4.5.1 Toll Restriction (1)

A. Rates and Charges

The following rates and charges apply in addition to the established rates and charges for the services with which this feature is associated.

	Monthly Rates	Non-Recurring Charge
Toll Restriction, per Business line equipped	$5.00	$10.00

(1) Effective August 25, 2008, this product can no longer be ordered.

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4. SERVICES (continued)

4.5 Miscellaneous Services
4.5.2 **Reserved for Future Use**

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4. SERVICES (continued)

4.5 Miscellaneous Services (continued)

4.5.4 Reserved for Future Use

4.5.5 Restoration of Suspended Service

A. The following Service and Equipment Charge will apply, per line, for restoring service after its temporary suspension by the Company, as covered in the Rules and Regulations of this Tariff.

	Residence	Business
Per occasion initial line	$35.00	$48.00
Per occasion additional line	$35.00	$14.00

In addition to the Service and Equipment Charge, the customer will be required to pay all charges due, including the charges for the period of denial.

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4. SERVICES (continued)

4.5 Miscellaneous Services (continued)

4.5.6 Intercept Referral Service

A. Rates and Charges

1. The charges shown are nonrecurring. No other charges apply except for those charges listed in this section.

Service	If the period of service requested by the customer is: Up to 90 Days	91 – 180 Days	181 – 365 Days
(a) Simple Business Customers			
I. Special Intercept Referral Service			
(i) Location Intercept Referral Service	$48.00	$96.00	$144.00
(ii) Multiple Intercept Referral Service			
(1) Fully-Automated	66.00	132.00	198.00
(2) Operator-Handled	108.00	216.00	324.00
(iii) Name Intercept	48.00	96.00	144.00

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4. SERVICES (continued)

4.5 Miscellaneous Services (continued)

4.5.7 Buddy's Buyout Program (1)

The Buddy's Buyout Program allows new and existing Birch Telecom Off-Net Business Customers, who meet certain criteria, to receive a one-time per-line credit.

The Customers will be required to sign a Birch Price Protection Plan 24-month term service agreement for local service. Customers are required to convert all of their off-net business lines, per location, to Birch in order to qualify for the Buddy's Buyout Program. If the Customer cancels service with Birch Telecom or reduces their lines below the line requirement prior to the end of their term, they will be required to repay the entire credit amount received through the Buddy's Buyout Program for each line cancelled.

All requirements applicable to Birch Price Protection term service agreement service shall apply in addition to the requirements listed for Buddy's Buyout Program.

A rebate form will be provided, by the sales representative, for Customer to submit in order to receive the credit. Credits will be given only by an authorized Birch representative, and only after the rebate form is completed and submitted along with a copy of the previous vendor's invoice wherein Customer has been charged for the early termination penalty.

Customers will only be given credit for the exact amount of the penalty on their invoice, up to the maximums for each market and service area as listed in the table below

	Credit Maximum Per Line
Markets*	
KYOTH1	$20.00
KYOTHLO1	$20.00
KYOTHLO2	$20.00
* Markets are defined in Section 3.1	
Service Areas	
Louisville	$50.00
Frankfort	$50.00

Birch Telecom reserves the right to terminate the program at any time. No rebate forms will be offered after the program termination date.

(1) Effective August 25, 2008, Buddy's Buyout Program is no longer offered.

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4. SERVICES (continued)

4.5 Miscellaneous Services (continued)

4.5.7 The Freedom Pack and Freedom Pack Plus Services (1)

A. Description

The Freedom Pack Service and The Freedom Pack Plus Service are add-on services for Birch Basic Business 24-month term plan Customers. The Customer will sign up to receive a block of outbound long distance minutes and a choice of up to seven (7) Birch Basic Features for a monthly recurring charge per line.

The Customer is required apply the Freedom Pack Service or Freedom Pack Plus Service to all eligible lines per location. The Customer is permitted to apply Freedom Pack Service at one of its location and apply Freedom Pack Plus Service at a additional location. These services are not available for resale lines.

If the Customer requires any additional features, they will be billed to the Customer at the tariffed rate listed under Birch Basic Feature List in Section 4.2.1.B.

The block of long distance minutes apply to only direct dialed domestic minutes and the minutes will be pooled at the service location level. Additional minutes of outbound domestic long distance minutes of use will be billed at no volume commitment level for 24-term plan customers. All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated according to the applicable interexchange tariff rates.

All requirements applicable to Birch Price Protection Plan service agreement service shall apply in addition to the requirements listed for The Freedom Pack Service and The Freedom Pack Plus Service.

See Footnotes on Sheet No. 89

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4. SERVICES (continued)

4.5 Miscellaneous Services (continued)

4.5.7 The Freedom Pack and Freedom Pack Plus Services

B. Rates

1 The Freedom Pack

A. Choice of up to seven (7) features from Birch Basic Feature List, per line
200 Domestic Outbound Long Distance Minutes, per line

B. Monthly Recurring Charge

	A
Rate Group A	$4.00
Rate Group B	$4.00
Rate Group C	$4.00

2. The Freedom Pack Plus

A. Choice of up to seven (7) features from Birch Basic Feature List, per line
500 Domestic Outbound Long Distance Minutes, per line

B. Monthly Recurring Charge

	A
Rate Group A	$6.00
Rate Group B	$6.00
Rate Group c	$6.00

(1) Effective August 25, 2008, this service can no longer be ordered.

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4. SERVICES (continued)

4.5 Miscellaneous Services (continued)

4.5.8 Facilities Charge

The Facilities Charge provides for delivery of high quality services, including connecting customers to the network, customer service and network monitoring, updating operational systems, and the construction of a facilities-based network. The Facilities Charge is applied to each line. A Supplementary Facilities Charge is also applied to each line where Birch Long Distance service is used.

Charge	MRC Birch Telecom
Facilities Charge	$6.38 on each Business line
	$6.38 on each Residential line
Supplementary Facilities Charge	$1.00 on each line

4.5.9 Paper Invoice Fee

All customers that do not receive E-bill (Electronic Invoicing) will receive a paper invoice charge of $1.95 per invoice. This charge represents the costs for printing, postage, mail handling and management of paper invoices. You may avoid this charge by registering for E-bill online or by contacting customer service.

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4. SERVICES (continued)

4.7 Promotions

From time to time, the Company may engage in promotional offerings or trials designed to attract new Customers, to stimulate usage, to test potential new services, and/or to increase existing Customer awareness of the Company's services. In connection with those promotional offerings or trials, the Company may offer special rate incentives and waive in full or in part Installation/Move Charges and service and equipment charges. These offerings may be limited to certain services, dates, times of day and/or locations determined by the Company.

The Company shall notify the Director of the Public Utility Division (PUD) by letter specifying the service(s) offered, terms and conditions of the promotion, location and dates of each promotional period, which notice shall be provided in accordance with applicable Commission rules.

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