

GLOBAL CROSSING LOCAL SERVICES, INC.
RATES, TERMS AND CONDITIONS
RELATING TO THE PROVISION OF
LOCAL EXCHANGE SERVICES
IN THE STATE OF KENTUCKY

Issued: September 12, 2019

Vice President - Legal
225 Kenneth Drive
Rochester, NY 14623

Effective: September 27, 2019



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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange service by Global Crossing Local Services, Inc. ("the Company") in the Commonwealth of Kentucky.

The provision of local exchange services is subject to existing regulations and terms and conditions specified in this tariff and may be revised, added to or supplemented by superseding issues.

PUBLIC SERVICE COMMISSION
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EFFECTIVE

APR 02 2000

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephan O. Bell
SECRETARY OF THE COMMISSION

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purposes indicated below:

- C To indicate changed administrative regulation.
- D To indicate discontinued rate, administrative regulation or text.
- I To indicate increased rate.
- M To indicate a move in the location of text.
- N To indicate new rate or regulation.
- R To indicate reduced rate.
- T To indicate a change in text but no change in rate or regulation.

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EXPLANATION OF TERMS

ADVANCE PAYMENT

Part or all of a payment required before the start of service.

AGENCY

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency response center(s).

AUTHORIZED USER

A person, corporation or other entity who is authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

ATTENDANT

An operator of a PBX console or telephone switchboard.

BUILDING

A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designed for permanent occupancy.

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EXPLANATION OF TERMS (cont'd)

CALL INITIATION

The point in time when the exchange network facility is initially allocated for the establishment of a specific call.

CALL TERMINATION

The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

CENTRAL OFFICE

An operating office of the Company where connections are made between telephone exchange lines.

CHANNEL

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of a single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

CHANNEL SERVICE UNIT ("CSU")

The equipment located at the customer's premises which terminates each 1.544 Mbps Digital Loop and performs such functions as proper termination of facilities, regeneration of signals, recognition and correction of signal format errors and provides remote loop-back capability.

COMMUNICATIONS SERVICES

The Company's intrastate long distance and local exchange switched telephone services offered for both intraLATA and interLATA use.

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EXPLANATION OF TERMS (cont'd)

CUSTOMER

A person, firm, partnership, limited liability company, corporation, municipality, cooperative association or organization, governmental agency, or other entity receiving telecommunications services.

DEMARCATIION POINT

The physical dividing point between the Company's network and the Customer.

DIRECT INWARD DIAL ("DID")

A service attribute that routes incoming calls directly to stations, bypassing a central answer point.

DIRECT OUTWARD DIAL ("DOD")

A service attribute that allows individual station users to access and dial outside numbers directly.

DIGITAL

A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

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EXPLANATION OF TERMS (cont'd)

EMERGENCY

A situation that appears to present immediate danger to person or property.

EMERGENCY SERVICE (ENHANCED 911)

Allows customers to reach appropriate emergency services, including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Safety Answering Point (PSAP).

END OFFICE ACCESS SERVICE

For the purpose of this tariff, End Office Access Service shall mean: (1) The switching of access traffic at the carrier's end office switch and the delivery to or from such traffic to the called party's premises; (2) The routing of interexchange telecommunications traffic to or from the called party's premises, either directly or via contractual or other arrangements with an affiliated or unaffiliated entity, regardless of the specific functions provided or facilities used; or (3) Any functional equivalent of the incumbent local exchange carrier access service provided by Company including local switching, the carrier common line rate elements, and intrastate access services. End Office Access Service rate elements for Company includes any functionally equivalent access service. (4) The origination or termination of interexchange telecommunications traffic to any end user, either directly or via contractual or other arrangements with an affiliated or unaffiliated provider of interconnected VoIP service, as defined in 47 U.S.C. § 153(25), or a non-interconnected VoIP service, as defined in 47 U.S.C. § 153(36), that does not itself seek to collect reciprocal compensation charges prescribed by this subpart for that traffic, regardless of the specific functions provided or facilities used.

(N)

(N)

(M)

(M) - Certain material previously located on this page is now found on Page 11.

KENTUCKY PUBLIC SERVICE COMMISSION
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2/17/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(M)

Issued: February 2, 2012

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EXPLANATION OF TERMS (cont'd)

E911 SERVICE AREA

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

E911 CUSTOMER

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

ERROR

A discrepancy or unintentional deviation by the Company from what is correct or true. An "error" can also be an omission in records.

EXCHANGE

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

EXCHANGE ACCESS LINE

A central office line furnished for direct or indirect access to the exchange system.

(M)

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2/17/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

EXPLANATION OF TERMS (cont'd)

FINAL ACCOUNT

A Customer's outstanding charges still owed to the Company.

GROUND START

Describes the signaling method between the PBX/key system interface and the Company's switch. It is the signal requesting service.

INTERFACE

That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

INVESTIGATIVE OR LAW ENFORCEMENT OFFICER

An officer of the United States, a state or a political subdivision of the United States, which is empowered by law to investigate or make arrests for crimes related to communications, or an attorney authorized by law to prosecute those crimes.

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

PUBLIC SERVICE COMMISSION
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EXPLANATION OF TERMS (cont'd)

LOCAL CALL

A call which, if placed by a customer over the facilities of the Company, is not rated as a long distance call.

LOCAL CALLING AREA

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a long distance charge.

LOCAL EXCHANGE CARRIER

A company that furnishes exchange telephone service.

LOCAL SERVICE

Telephone exchange service within a local calling area.

LOOP START

Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

LOOPS

Segments of a line which extend from the serving central office to the originating and to the terminating point.

MOVE

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Non-Toll Free

(N)

All calls that are not toll free (8YY) as established by the FCC's 8YY Access Charge Reform Order (FCC 20-143) released on October 9, 2020.

(N)

(N)

PBX

A private branch exchange.

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EXPLANATION OF TERMS (cont'd)

PRESUBSCRIPTION

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

RATE CENTER

Company-designated service locations from which service is rendered or rated.

RECURRING CHARGES

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

SERVICE COMMENCEMENT DATE

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

SERVICE ORDER

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

PUBLIC SERVICE COMMISSION
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EXPLANATION OF TERMS (cont'd)

T-1 SYSTEM

A type of digital carrier system transmitting voice or data at 1.544 Mbps. A T-1 carrier can handle up to 24 multiplexed 64 Kbps digital voice/data channels. A T-1 carrier system can use metallic cable, microwave radio or optical fiber as transmission media.

TELECOMMUNICATIONS RELAY SERVICE (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT or vice versa. A customer will be able to access the state provider to complete such calls.

TELEPHONE CALL

A voice connection between two or more telephone stations through the public switched exchange system.

Toll Free Code (TFC)

The term "Toll Free Code" denotes a three-digit Numbering Plan Area (NPA) or Area Code that is specifically assigned by the telecommunications industry for use by Telecommunications Service Providers in the provision of telephone numbers that, unlike traditional telephone numbers and calls, when dialed are toll free to the originating caller. The specific codes assigned and used, or reserved for use, for this purpose are 800, 822, 833, 844, 855, 866, 877, and 888

(N)

(N)

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EFFECTIVE 7/31/2021	
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	

EXPLANATION OF TERMS (cont'd)

TERMINATION OF SERVICE

Discontinuance of both incoming and outgoing service.

TOLL BLOCKING

Allows end users to block direct-dialed long distance calls from their telephones.

TOLL CALL

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

TOLL VOICE OVER INTERNET PROTOCOL - PUBLIC SWITCHED TELEPHONE NETWORK ("VoIP-PSTN")

(N)

(N)

The term Toll VoIP-PSTN Traffic denotes a Customer's interexchange voice traffic exchanged with the Telephone Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. Toll VoIP-PSTN Traffic originates and /or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

USER

A customer or any other person authorized by a Customer to use service provided under this Tariff.

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Effective: 2/17/2012 EFFECTIVE
2/17/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

1. Regulations

1.1 Undertaking of the Company

- A The Company undertakes to provide the services in this tariff on the terms and conditions and at the rates and charges set forth herein.
- B The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity. Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers.
- C The Company will provide a toll-free number giving Customers access to service personnel during regular business hours.
- D The Company will comply with any applicable quality of service requirements according to Kentucky laws and rules.

1.2 Terms and Conditions

- A Customers may be required to enter into written service orders which shall contain or reference a specific description of the services ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. The Customer will be required to execute any other documents as may be reasonably requested by the Company.
- B Service is provided for a minimum period of at least one month, 24 hours a day. A month is considered to have thirty days unless otherwise specified. At the expiration of the initial terms specified in each service order or in any extension thereof, service shall continue on a month to month basis at the then current tariffed, month to month rates, unless terminated by the Customer. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

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BY: *SECRETARY*
SECRETARY OF THE COMMISSION

1. Regulations (cont'd)

1.2 Terms and Conditions (cont'd)

- C This tariff shall be interpreted and governed by the laws of the State of Kentucky without regard for the State's choice of laws provisions.
- D Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- E The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to paragraph 1.2 F below.
- F The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, only normal wear and tear will be excepted. The Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to the Customer's failure to comply with this provision.
- G The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- H In response to a subpoena or investigation or other demand issued or authorized by a court or government agency, the Company shall provide customer records and related information without further notice.

PUBLIC SERVICE COMMISSION
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1. Regulations

1.3 Notification of Service Affecting Activities

The Company will provide the Customer advance notice of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. The Company will work cooperatively with the Customer to determine reasonable notification requirements. With some emergency or unplanned service affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

(T)

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1. Regulations (cont'd)

1.4 Provision of Equipment and Facilities

- A The Company will make reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. In the event the Company is not able to meet a scheduled date, the Customer will be notified. The Company does not guarantee availability by any such date and any liability of the Company will be limited by Section 1.5 of this tariff.

- B The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not 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. The Customer may not 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 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 the facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

- D Equipment the Company provides or installs at the Customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it. The Customer shall not connect any equipment to the telecommunication system owned or managed by the Company except upon ten (10) days prior written notice to the Company. The Customer bears all responsibility in the event they utilize equipment not approved or authorized by the Company. The Customer shall supply all electrical power and other utilities necessary to operate or use the services provided.

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1. Regulations (cont'd)

1.4 Provision of Equipment and Facilities (cont'd)

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

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

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

PUBLIC SERVICE COMMISSION
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1. Regulations (cont'd)

1.5 Liability of the Company

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

B The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of the Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 1.7.2, the Company's liability, if any, shall be limited as provided herein.

PUBLIC SERVICE COMMISSION
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PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephan Bue
SECRETARY OF THE COMMISSION

Issued: 3/3, 2000

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1. Regulations (cont'd)

1.5 Liability of the Company (cont'd)

C The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 1.4 and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

D The Company shall be indemnified, defended and held harmless against any claim, loss or damage arising from the use of service offered under this tariff, involving:

- (i) claims for libel, slander, invasions of privacy or infringement of copyright arising from any communication; or
- (ii) claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
- (iii) claims for loss of profit; or
- (iv) all other claims arising out of any act or omission of others in the course of using services provided pursuant to this tariff.

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SECRETARY OF THE COMMISSION

1. Regulations (cont'd)

1.5 Liability of the Company (cont'd)

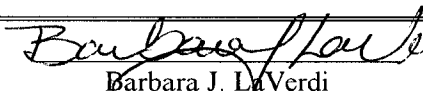
E The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commissions, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations, acts of God and other circumstances beyond the Company's control.

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1. Regulations

1.5 Liability of the Company (cont'd)

1.5.1 With Respect to Emergency Number 911 Service

This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or 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.

(T)

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1. Regulations (cont'd)

1.5 Liability of the Company (cont'd)

1.5.2 With Respect to Directory Listings

- A In the absence of gross negligence or willful misconduct, and except for any allowances stated below, no liability for damages arising from errors or mistakes in or omissions of any directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.
- B An allowance for errors or mistakes in or omissions of any published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:
 - (i) Free Listings: For free or non-charged published directory listings credit shall be given at the rate of one times the monthly tariff rate for an additional or charge listing affected for the life of the directory or the charge period during which the error, mistake or omission occurs.
 - (ii) Charge Listings: For each additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
 - (iii) Operator Records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/20ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.

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1. Regulations

1.5 Liability of the Company (cont'd)

1.5.2 With Respect to Directory Listings (cont'd)

B. (Cont'd)

(N)

- (iv) Credit limitation: The total amount of the credit provided for the preceding paragraphs (i) and (ii) shall not exceed, on a monthly basis the total of the charges for each charge listing as specified in paragraph (ii), for the line or lines in question.
- (v) Definitions: As used in paragraphs (i), (ii) and (iii) above, the terms "error," "mistake," or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on a street or a community different from the one provided to the Company.
- (vi) Notice: Such allowances or credits as specified in paragraphs (i) and (ii) above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

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1. Regulations

1.5 Liability of the Company (cont'd)

1.5.3 With Respect to Caller ID Blocking

The Company shall have no liability for monetary damages (including without limitation claims for direct, indirect, special, incidental or consequential damages, whether or not the Company has been advised of the possibility of such damages), arising from any failures, errors, malfunctions or omissions of Caller ID Blocking, whether or not arising from or relating to any ordinary negligence by the Company.

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1. Regulations (cont'd)1.6 Directory Listings

- A The Company will, as a service to the Customer, arrange for listing of the Customer's phone number in the local white pages telephone directories, such listing to consist of one line of standard type. The Company's liability with respect to directory listings is set forth in Section 1.5.2 preceding. The Customer must contact its yellow pages representative concerning its advertising in yellow pages directories.
- B Upon termination of service, the listed directory number of the Customer will be retained by the Company until such time as the Customer's outstanding obligations to the Company have been paid, including any estimated final charges.
- C When a Customer with a non-published telephone number, as defined herein, places a call to Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information as described above.
- D In conjunction with a non-published telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of such telephone number, but will not be liable should such number be divulged.
- E The Company shall not be liable for any act or omission concerning the implementation of presubscription as defined herein.

PUBLIC SERVICE COMMISSION
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1. Regulations

1.7 Interruptions in Service

An interruption is deemed to have occurred when a Company facility or system is inoperative. If a Customer reports a facility, service or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted. (T)

1.7.1 Temporary Suspension for Repairs

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the Customer the least inconvenience. When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of the Customer's service. (T)

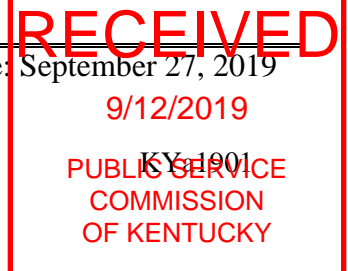
1.7.2 Credit Allowance for Interruptions

- A. Interruptions of twenty-four (24) hours or more, which are reported to or detected by the Company, and which are not due to the negligence or willful act of the Customer are credited to the Customer at the pro rata monthly charge involved for each twenty-four hours or fraction thereof of interruption. Credit is not allowed for interruptions to service of less than twenty-four (24) hours. Credit allowances for service outages that exceed twenty-four (24) hours in duration will be rounded up to the next whole twenty-four (24) hours.
- B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly recurring charges specified thereunder for local line or local trunk service and is dependent upon the length of interruption. Only those facilities on the interrupted portion of circuit will receive a credit.

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1. Regulations

1.7 Interruptions in Service (cont'd)

1.7.3 Limitations on Credit Allowances

No credit allowances will be made for:

(T)

- (i) interruptions due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer;
- (ii) interruptions which are restored on or before the day after the interruption is reported or discovered by the Company;
- (iii) interruptions due to the negligence of any person other than the Company, but not limited to the Customer or other common carriers connected to the Company's network.

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1. Regulations

1.8 Ownership of Facilities

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

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1. Regulations

1.9 Obligations of the Customer

The Customer shall be responsible for:

(T)

- (i) the payment of all applicable charges pursuant to this tariff;
- (ii) damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer or the noncompliance by the Customer with these regulations, or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will. Upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;
- (iii) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (iv) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of the Company's facilities and associated equipment used to provide local exchange services to the Customer from the cable building entrance of property line to the location of the equipment space described above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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1. Regulations

1.9 Obligations of the Customer (cont'd)

The Customer shall be responsible for: (Cont'd) (N)

(v) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work; (T)

(vi) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of Company facilities and equipment in any Customer premises or the rights-of-way for granting or obtaining permission for which the Customer is responsible under this section; and granting or obtaining permission for Company agents or employees installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and (T)

(vii) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; (T)

(viii) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes. (T)



1. Regulations

1.9 Obligations of the Customer (cont'd)

1.9.1 Claims

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

(T)

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

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1. Regulations (cont'd)

1.9 Obligations of the Customer (cont'd)

1.9.2 Station Equipment

- A The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the discontinuance, credit allowance for service interruptions as set forth in Section 1.7.2 is not applicable.

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

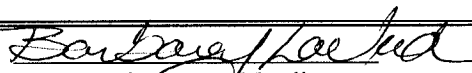
PUBLIC SERVICE COMMISSION
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BY Stephan D. Bell
SECRETARY OF THE COMMISSION

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1. Regulations (cont'd)

1.9 Obligations of the Customer (cont'd)

1.9.3 Interconnection of Facilities

- A Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or the equipment of others may be provided at the Customer's expense. Customer shall be liable for damages resulting from Customer's use of non-compatible equipment.
- B Local services may be connected to the services or facilities of other communication carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communication carriers which are applicable to such connections.
- C Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

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1. Regulations (cont'd)

1.9 Obligations of the Customer (cont'd)

1.9.4 Inspections

A Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 1.10.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will allowed for any interruptions occurring during such inspections.

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

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1. Regulations

1.10 Payment Arrangements

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Authorized Users. Objections must be received by the Company within fifteen days after receipt of bill, or all the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges of the Company, in addition to its own internal costs, in connection with a service for which a Company non-recurring charge is specified, those charges may be passed on to the customer. (T)

1.10.1 Taxes and Surcharges

The Customer is responsible for the payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of local exchange service. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively. (T)

The Company may include surcharges on the Customer's bill as required by the Kentucky PSC, the state government or the federal government. Surcharges may include, but are not limited to: the High Cost Fund, the 9-1-1 Surcharge, the Low Income Telephone Assistance (Lifeline) Fund, the Telecommunications Relay Service Fund and the Universal Service Fund.



1. Regulations (cont'd)

1.10 Payment Arrangements (cont'd)

1.10.2 Bills and Collection of Charges

- A Bills will be rendered monthly to the Customer. Fixed monthly recurring charges are billed in advance. Usage charges and minimum charges for service are billed in arrears. Customer shall be liable for all accrued local charges, directory charges, long distance charges and other charges arising prior to the service commencement date, as defined herein, and shall pay the Company for any such charges which may be assessed against the Company in any manner.
- B All service, installation, monthly recurring charges and non-recurring charges are due and payable upon receipt and considered delinquent after thirty (30) days.

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1 Regulations (cont'd)1.10 Payment Arrangements (cont'd)1.10.2 Bills and Collection of Charges (cont'd)

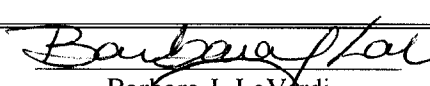
- C For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D Amounts not paid within 30 days after the date of invoice are considered past due. A late payment charge of 1.5% per month shall apply to amounts shown on a monthly bill that remain unpaid after the due date. The late payment charge does not apply to any taxes the Company is required by law to levy on a customer, nor will additional late payment charges be assessed on unpaid late payment charges.
- E A \$15.00 charge will be assessed for checks with insufficient funds or non-existing accounts.
- F If the Customer chooses to place information services provider (ISP) calls or receives calls via a non-Global Crossing affiliated carrier, the Customer will be liable for all charges related to such calls; including without limitation, charges billed to the Company or Customer by ISP or other carriers, any applicable rebilling charge and charges for any service provided by the Company or its affiliates.

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1. Regulations (cont'd)

1.10 Bills and Collection of Charges (cont'd)

1.10.3 Billing Disputes

A. The Customer may dispute a bill in good faith only by written notice to the Company. Unless such notice is received within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business), the bill statement shall be deemed to be correct and payable in full by Customer. Any Customer who has a dispute shall be advised by the Company that the Customer may file a formal or informal complaint with the Commission. Such claim must identify in detail the basis for the dispute, and if the Customer withholds disputed amounts, it must identify the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed to permit the Company to investigate the merits of the dispute.

B. The date of the dispute shall be the date on which the Customer furnishes the Company the following account information:

1. A clear explanation of the basis of the dispute, including what the Customer believes is incorrect (e.g., nonrecurring charge; mileage; circuit identification) and the reason why the Customer believes the bill is incorrect (e.g., monthly rate billed not same as in tariff; facility not ordered; service not received);
2. The account number under which the bill was rendered;
3. The date of the bill;
4. The invoice number;

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(T)

Issued: February 2, 2012

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KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
 Effective 2012
EFFECTIVE 2/17/2012
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

1. Regulations (cont'd)

1.10 Bills and Collection of Charges (cont'd)

1.10.3 Billing Disputes (cont'd)

(T)

B. (cont'd)

- 5. The exact dollar amount in dispute;
- 6. The universal service order code(s)(USOCs) and/or rate element associated with the service;
- 7. Details sufficient to identify the specific amount(s) and item(s) in dispute;
- 8. The name of the person initiating the Customer's dispute; and
- 9. Additional data as the Company reasonably requests from the Customer to resolve the dispute. The request for such additional information shall not affect the Customer's dispute date as set forth preceding.

C. The date of resolution is the date the Company completes the investigation and credits the Customer account or confirms the billing as accurate and denies the dispute.

D. In the event that a billing dispute concerning any charges billed to the Customer by the Company is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in Section 1.10.2.D preceding.

(T)

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 Brent Kirtley
Effective: 2/17/2012 EFFECTIVE
2/17/2012 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

1. Regulations (cont'd)

1.11 Discontinuance of Service

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

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

1.11.1 Discontinuance of Service by the Company

A The Company may discontinue or suspend service to the Customer without prior written notice without incurring liability for the following reasons:

- (i) The existence of an obvious hazard to the safety or health of the consumer or the general population or the Company's personnel; or
- (ii) The Company has evidence of tampering or evidence of fraud.

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PURSUANT TO 807 KAR 5:011,
SECTION 8 (1)

BY: *Stephan O. Bell*
SECRETARY OF THE COMMISSION
Effective: 4/2, 2000

Issued: 3/3, 2000

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1 Regulations (cont'd)

1.11 Discontinuance of Service (cont'd)

1.11.1 Discontinuance of Service by the Company (cont'd)

B The Company may discontinue or suspend service to the Customer upon no less than 10 days written notice without incurring liability for the following reasons:

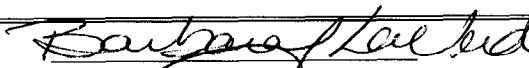
- (i) Customer violation of any of the provisions of this tariff, and/or violation of the Commission's rules and regulations;
- (ii) Failure to pay a bill for service;
- (iii) Failure to meet or maintain the Company's credit and deposit requirements;
- (iv) Failure of the Customer to provide the Company reasonable access to its equipment and property;
- (v) Customer breach of contract for service between the Company and the customer;
- (vi) When necessary for the utility to comply with an order of any governmental agency having such jurisdiction;
- (vii) Unauthorized resale of service.

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1. Regulations

1.11 Discontinuance of Service (cont'd)

1.11.2 Discontinuance of Service by Customer

If the Customer cancels a service order or terminates service before the completion of the term for any reason whatsoever other than a service interruption (as defined in 1.7), the Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 1.10.5, all costs, fees, and expenses incurred in connection with:

(T)

- (i) all non-recurring charges reasonably expended by the Company to establish service to the Customer, plus
- (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, plus
- (iii) all recurring charges specified in the applicable service order tariff for the balance of the then current term.



1. Regulations (cont'd)

1.11 Discontinuance of Service (cont'd)

1.11.3 Cancellation of Application for Service

- A Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- B Applications for service may be cancelled prior to the start of service or prior to any special construction. No charges will be imposed except for those specified above.
- C The special charges described above will be calculated and applied on a case-by-case basis.

PUBLIC SERVICE COMMISSION
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1. Regulations

1.12 Restoration of Service

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

(T)

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1. Regulations

1.13 Transfers and Assignments

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

(T)

1.14 Notices and Communications

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



1. Regulations

1.15 Promotional Offers

The Company may, from time to time, make promotional offerings of its services. (T)
The promotional offerings may be limited as to the duration, the date and times of the offering and the locations where the offerings are made.

1.16 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. ICB rates will be offered to the Customers in writing and on a non-discriminatory basis. (T)

1.17 Customer Service and Bill Content

A. Customer service personnel are available twenty-four (24) hours a day, seven days a week and may be reached toll-free.

B. Customer invoices will include, but not be limited to, the following information:

(i) Payment remittance and customer service address:

Frontier Communications Services
PO Box 741276
Cincinnati, Ohio 45274

(ii) Automated account information number: 1-800-536-3273

(iii) Customer service number 1-800-249-4672

(iv) Previous balance, charges and credits, USF surcharges, local, state and federal taxes, summary of services provided, local usage charges, if applicable, call detail for toll calls if billed through Global Crossing.



2 **OBSOLETE Service Descriptions and Rates**

(C)

Effective April 1, 2024, services found in this section are grandfathered (obsolete) and no longer available to new customers. A grandfathered service is one that is no longer sold, and availability is limited to lines currently in service at existing locations. Changes, additions, or transfer of service will not be permitted on accounts associated with a grandfathered bundle or package or other grandfathered feature or service. Customers may remove any service or feature from their accounts at any time; however, grandfathered services removed may not be subsequently reinstated. Existing term discount plans/contracts for these services will not be renewed.

(N)

(N)

2.1 General

A. Global Crossing Local Services, Inc.'s local service provides the Customer with a connection to the Company's facilities that enable the Customer to:

- (i) receive calls from other stations on the public switched telephone network;
- (ii) place calls to other stations on the public switched telephone network;
- (iii) access the Company's operators and business office for service related assistance; access directory assistance for the local calling area; access toll free telecommunications services; access enhanced 911 services for emergency calling; access Telephone Relay Service; and
- (iv) access the interexchange network. A Customer may presubscribe to the carrier of their choice for interLATA and intraLATA calling, or the Customer may access a provider on an *ad hoc* basis by dialing the provider's Carrier Identification Code (1010XXX).

B. Calls to information service providers (e.g., 900, 976) will be automatically blocked on a per line basis. The Customer may have the blocking removed pursuant to FCC rule 64.1508.

C. The local calling area will be the same as that used by the incumbent local exchange company, a description of which can be found in the telephone directory published by the incumbent local exchange company.

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2. **OBSOLETE Service Descriptions and Rates** (cont'd)

(C)

2.2 Local Digital Service

The Company's Local Digital Service is provided to business Customers over access facilities at T-1 or higher capacity. Service is activated by purchasing ports (channels) at rates listed below. Additional channels may be purchased one channel at a time. Local Digital Service includes the standard feature of hunting and dual tone multi-frequency.

2.2.1 Rates

	<u>Monthly Recurring Charge</u>	<u>Nonrecurring Charge</u>
Per Channel	\$19.00	\$25.00
½ T1	\$168.00	\$300.00
T1	\$280.00	\$600.00
 Per Minute:	 \$0.00	

2.2.2 T-1s

The T-1 is a twenty-four (24) channel circuit over which the Company's digital service is provided. The T-1 is provided at a pass-through of costs to GCLSI by the underlying carrier.

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2 **OBSOLETE Service Descriptions and Rates** (cont'd)

(C)

2.3 **ISDN-PRI**

ISDN-PRI is an alternative arrangement of Local Digital Service. ISDN-PRI is a set of standards that establish compatibility between the public switched telephone network and various data terminals and devices. ISDN-PRI can provide users with multiple services through a single access point and can integrate voice, data, imaging and messaging. Global Crossing offers ISDN-PRI for voice applications only.

Service consists of 23 "B" channels and a single "D" channel (which carries the control and signaling information) per T-1.

Customer premise equipment ("CPE") that is compatible with ISDN interface is the responsibility of the Customer. The Company is not responsible if any changes in the provisioning of ISDN-PRI result in the obsolescence of the Customer's equipment or the need for the Customer to modify or change the CPE. The Customer's terminal equipment and interconnection through non-digital central offices may cause transmission speeds to be slower than the maximum achievable.

ISDN-PRI is subject to the availability of Company facilities.

2.3.1 **Rates**

Pricing is per D-channel:

Non-recurring charge:	\$2,500.00
Monthly recurring charge:	\$100.00

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2 **OBSOLETE Service Descriptions and Rates** (con'd)

(C)

2.4 **Foreign Exchange Service**

The Customer may opt to have service furnished from an exchange other than the one in which they are located. This service arrangement is to be furnished under special conditions where it is warranted by the circumstances involved. The Company does not obligate itself to furnish these services, particularly when it involves undue expense or impairment of the service furnished to other customers. The following monthly recurring charge will apply per T-1 equipped with the service:

Monthly recurring charge: \$100.00

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2. **OBSOLETE Service Description and Rates** (cont'd)

(C)

2.5 DID Numbers

Whenever possible, the Company will attempt to provide telephone numbers arranged consecutively in a group, but will not guarantee nor accept responsibility for provision of such an arrangement within or between a block of numbers. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine efficient telephone number utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

The Customer has no property rights to the telephone number or any other call number destination associated with DID service furnished by the Company. The Company reserves the right to change such numbers assigned to the Customer whenever the Company deems it necessary to do so in the conduct of its business.

Where all numbers in a group have not been connected for service, the Customer is responsible for providing interception of calls to vacant or non-working assigned station lines or telephone numbers by means of attendant intercept or recorded announcement service. The Company will not terminate these numbers to an intercept message on the Customer's behalf.

2.5.1 Rates

	Nonrecurring <u>Charge</u>	Monthly Recurring <u>Charge</u>
Per DID Number	\$0.00	\$0.80

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2. **OBSOLETE Service Description and Rates** (cont'd)

(C)

2.6 Directory Listings

Directory listings will be provided in accordance with Section 1.6 of this tariff. The following types of listings are available:

- (i) **Primary Listing.** A primary listing contains the name of the Customer, or the name under which business is regularly conducted, as well as the address and telephone number of the Customer. Primary listings are provided at no charge.
- (ii) **Additional Listings.** Additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein.
- (iii) **Foreign Listings.** A foreign listing is one that is published in a directory not in the Customer's immediate calling area.
- (iv) **Extra Line Listing:** An extra line listing provides additional information after a main or additional listing, such as a fax number listed immediately below the main number.
- (v) **Cross Reference Listing:** A cross reference listing provides a reference to another listing in the same directory, such as situations where the customer is doing business under more than one name.
- (vi) **Custom Listing:** A custom listing provides an alpha or alpha numeric listing in addition to the customer's primary (numeric) listing.
- (vii) **Non-Listed Numbers.** Non-listed numbers are those which provide for the omission or deletion of the Customer's listing from the telephone directory. Such listings are available from directory assistance.
- (viii) **Non-Published Listings.** Non-published listings are not printed in directories nor are they available from directory assistance. Non-published listings are subject to the provisions set forth in Sections 1.2 and 1.6.

2.6.1 Rates

	Nonrecurring <u>Charge</u>	Monthly Recurring <u>Charge</u>
Primary Listing	\$0.00	\$0.00
Additional Listing	\$10.00	\$2.20
Foreign Listing	\$10.00	\$1.95
Extra Line Listing	\$10.00	\$2.20
Cross Reference Listing	\$10.00	\$1.95
Custom Listing	\$10.00	\$6.00
Non-Published Listing	\$10.00	\$3.50
Non-Listed Number	\$10.00	\$3.00

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2. **OBSOLETE Service Description and Rates** (cont'd)

(C)

2.7 Directory Assistance

- A. The Customer may access Directory Assistance for the purpose of determining phone numbers within its local calling area by calling the Directory Assistance Operator. A maximum of two number requests per call will be allowed.
- B. The Customer will have the option of utilizing Directory Assistance Call Completion for the option of placing a call to the number requested.

2.7.1 Rates

- A. For all calls to directory assistance, the following charge will apply:

\$1.25 per call

- B. For all requests for Directory Assistance Call Completion, the following additional charge will apply:

\$0.75 per call

2.7.2 Directory Assistance Credits

- A. Credit will be given for calls to Directory Assistance as follows:
 - (i) The Customer experiences poor transmission or is cut-off during the call; or
 - (ii) The Customer is given the incorrect telephone number.
- B. To obtain credit, the Customer must contact its Customer Service representative.



2. **OBSOLETE Service Description and Rates** (cont'd)

(C)

2.8 Operator Services

The Customer has the option of contacting the incumbent local exchange company operator for general information, such as dialing instructions, country or city codes, area code information and Customer Service 800 numbers. The Customer may obtain the assistance of an incumbent local exchange operator to complete local exchange telephone calls in the following manner:

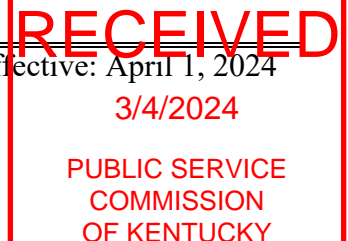
- (i) **Third Party Billing.** Provides the Customer with the ability to charge a local call to a third number that is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.
- (ii) **Collect Calls.** Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.
- (iii) **Person to Person.** Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.
- (iv) **Station to Station.** Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.
- (v) **Busy Line Verification.** Provides the Customer with the capability of verifying that a line they are attempting to dial is busy. May be followed by Emergency Interrupt, where the busy line is then interrupted on behalf of the caller.

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2. **OBSOLETE Service Description and Rates** (cont'd)

(C)

2.8 Operator Services (cont'd)

2.8.1 Rates

	<u>Surcharge</u>	<u>Per Minute Charge</u>
Third Party Billing	\$1.00	\$0.22
Collect	\$1.00	\$0.22
Person to Person	\$3.00	\$0.22
Station to Station	\$1.00	\$0.22
Busy Line Verification	\$2.00	
Busy Line Verification Billed to Third Party	\$1.60	
Emergency Interrupt	\$4.00	

2.9 Presubscription

A Customer may presubscribe to the intraLATA and/or interLATA carrier of their choice for long distance calling.

2.9.1 Rates

Intra and/or interLATA carrier change:

\$5.00 first line
\$1.50 each additional line

2.10 Service Change Charge

A change to a Customer account will incur the following non-recurring charge:

\$40.00 per occurrence

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2. **OBSOLETE Service Description and Rates** (cont'd) (C)

2.11 Optional Features

2.11.1 Vanity Number

When a customer requests a specific number (e.g. 555-TOYS)

2.11.2 Hunting

The hunting feature routes a call to an idle line in a prearranged group when the called telephone number is busy. Hunting does not work with Call Forward Busy and Don't Answer.

2.11.3 Rates

	Nonrecurring Charge	Monthly Recurring Charge
Vanity Number	\$100.00	\$0.00
Hunting	\$0.00	\$0.00

2.12 Service Expedite Charge

A Customer may request to expedite a service installation to be undertaken on a reasonable effort basis at the request of, and upon a determination by the Company that such charges should apply in that particular instance then the Service Expedite Charge listed below applies.

Expedite Charge per DSI/ISDN PRI	\$600.00
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3. Access

3.1 Access

As established in the 8YY Access Charge Reform (FCC 20-143), existing tandem switching charges and transport charges for originating 8YY traffic are eliminated and a single joint tandem switched access service rate element for 8YY originating access service is established as 8YY Joint Tandem Switched Transport.

Except as may be otherwise provided in this tariff, the regulations, rates and charges for the Company's Intrastate Access Service shall be the same as its Interstate Access Services pursuant to the CenturyLink Competitive Operating Companies FCC Tariff No 3.

3.1.1 Exceptions to CenturyLink Competitive Operating Companies
FCC Tariff No. 3

A. Switched Access Services

The following rates apply for Switched Access Services purchased from the Company for services that originate within Kentucky.

1. Reserved

2. Service Provided via Company Switch (Tandem Switching)

	Per Minute Rate
Originating Non-Toll Free	\$0.003506

(3) Service Provided via End Office Local Switching

	Per Minute Rate
Originating Toll Free	\$0.0000 (R)
Originating Non-Toll Free	\$0.002126

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**EFFECTIVE
7/29/2023**

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

3. Access

3.1 Access (cont'd)

3.1.2 Identification and Rating of VoIP-PSTN Traffic

This section governs the rating and identification of VoIP-PSTN Traffic. In accordance with the Federal Communications Commission’s Report and Order released November 18, 2011 (FCC 11-161) and Second Order on Reconsideration released April 25, 2012 (FCC 12-47), both in WC Docket No. 10-90, et al. (together, the “FCC Orders”): (1) intrastate VoIP-PSTN Traffic that originates on the Company’s network and is bound for the Customer’s end users is subject to the intrastate switched access rates set forth in this tariff until June 30, 2014, after which time it will be subject to interstate rates contained in the **CenturyLink Competitive Operating Companies** Tariff F.C.C. No. 3 and in Section 7.1.1 herein; and (2) intrastate VoIP-PSTN traffic that is sent by the Customer for termination to Company end users is subject to interstate switched access rates set forth in the **CenturyLink Competitive Operating Companies** Tariff F.C.C. No. 3 and in Section 3.1.1 herein.

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(T)
(T)

The remainder of this section establishes the method of separating VoIP-PSTN Traffic from the Customer’s traditional intrastate access traffic, so that VoIP-PSTN Traffic can be billed in accordance with the FCC Orders.

A. Calculation and Application of Percent-VoIP- Usage Factors

1. The Company will determine the number of VoIP-PSTN Traffic minutes of use (MOU) to which interstate rates will be assessed by applying a terminating PVU factor to the total intrastate access MOU terminated by a Customer to the Company’s end user. Beginning on July 1, 2014, the Company will also apply an originating PVU factor to the total intrastate access MOU originated by a Company end user and delivered to the Customer.

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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

3. Access (T)

3.1 Access (cont'd)

3.1.2 Identification and Rating of VoIP-PSTN Traffic (cont'd)

A. Calculation and Application of Percent-VoIP- Usage Factors (cont'd) (T)

2. The Customer will calculate and furnish to the Company a terminating PVU factor representing the whole number percentage of the Customer's total terminating intrastate access MOU that the Customer exchanges with the Company in the LATA that is sent to Company and which originated in IP format and that would be billed by the Company as intrastate access MOU. Beginning July 1, 2014, the Customer will also calculate and furnish to the Company an originating PVU factor representing the whole number percentage of the Customer's total originating intrastate access MOU that the Customer exchanges with the Company in the LATA that is received from the Company and that is terminated in IP format and that would be billed by the Company as intrastate access MOU. (T)
3. The Customer shall not modify their reported PIU factor to account for VoIP-PSTN Traffic. (T)



3. Access

(T)

3.1 Access (cont'd)

3.1.2 Identification and Rating of VoIP-PSTN Traffic (cont'd)

A. Calculation and Application of Percent-VoIP- Usage Factors (cont'd)

4. Both the Customer provided originating PVU and the terminating PVU shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (e.g. as reported on F.C.C. Form 477), traffic studies, actual call detail or other relevant and verifiable information which will be provided to the Company upon request.
5. The Customer shall retain the call detail, work papers, and information used to develop the PVU factors for a minimum of one year.
6. The Company shall use default factors until such time as the Customer supplies such factors. For this purpose, the Company will utilize a PVU equal to the percentage of VoIP subscribers in the state based on the Local Competition Report, as released periodically and/or such other reports as the Company deems appropriate and reasonable. Under the Local Competition report methodology, the PVU will be the total number of incumbent LEC and non-incumbent LEC VoIP subscriptions in a state divided by the sum of those reported VoIP subscriptions plus incumbent LEC and non-incumbent LEC switched access lines.

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3. Access

(T)

3.1 Access (cont'd)

3.1.2 Identification and Rating of VoIP-PSTN Traffic (cont'd)

B. The preceding section 3.1.2 will be applied to the billing of switched access charges to a Customer that is a local exchange carrier only to the extent that the Customer has also implemented billing of interstate access charges for VoIP-PSTN Traffic in accordance with FCC orders, rules and regulations.

C. Initial Implementation of PVU Factors

1. If the PVU factors cannot be implemented in the Company's billing systems by December 29, 2011, once the factors can be implemented the Company will adjust the Customer's bills to reflect the PVU factors prospectively in the next bill period if the PVU factors are provided by the Customer to the Company prior to April 15, 2012.
2. The Company may choose to provide credits based on the reported PVU factors on a quarterly basis until such time as the billing system modifications can be implemented.

D. PVU Factor Update

The Customer may update the PVU factors quarterly using the method set forth in 3.1.2.C, preceding. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first day of January, April, July and/or October of each year, revised PVU factors based on data for the prior three months, ending the last day of December, March, June and September, respectively. The revised PVU factors will serve as the basis for future billing and will be effective on the bill date of each such month and shall serve as the basis for subsequent monthly billing until superseded by new PVU factors. No prorating or back billing will be done based on the updated PVU factors.



3. Access

(T)

3.1 Access (cont'd)

3.1.2 Identification and Rating of VoIP-PSTN Traffic (cont'd)

E. PVU Factor Verification

1. Not more than twice in any year, the Company may request from the Customer an overview of the process used to determine the PVU factors, the call detail records, description of the method for determining how the end user originates and terminates calls in IP format, and other information used to determine the Customer's PVU factors furnished to the Company in order to validate the PVU factors supplied. The Customer shall comply, and shall reasonably supply the requested data and information within 15 days of the Company's request.
2. The Company may dispute the Customer's PVU factor based upon:
 - a. A review of the requested data and information provided by the Customer, the Company's reasonable review of other market information, F.C.C. reports on VoIP lines, such as F.C.C. Form 477 or state level results based on the F.C.C. Local Competition Report or other relevant data.
 - b. A change in the reported PVU factor by more than five percentage points from the preceding quarter.
3. If after review of the data and information, the Customer and the Company establishes revised PVU factors, the Company will begin using those revised PVU factors with the next bill period.

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3. Access

(T)

3.1 Access (cont'd)

3.1.2 Identification and Rating of VoIP-PSTN Traffic (cont'd)

E. PVU Factor Verification (cont'd)

4. If the dispute is unresolved, the Company may initiate an audit. The Company shall limit audits of the Customer's PVU factor to no more than twice per year. The Customer may request that the audit be conducted by an independent auditor. In such cases the associated auditing expenses will be paid by the Customer.
 - a. In the event that the Customer fails to provide adequate records to enable the Company or an independent auditor to conduct an audit verifying the Customer's PVU factors, the Company will bill the usage for all contested periods using the most recent undisputed PVU factors reported by the Customer. These PVU factors will remain in effect until the audit can be completed.
 - b. During the audit, the most recent undisputed PVU factors from the previous reporting period will be used by the Company.
 - c. The Company will adjust the Customer's PVU factors based on the results of the audit and implement the revised PVU in the next billing period or quarterly report date, whichever is first. The revised PVU factors will apply for the next two quarters before new factors can be submitted by the Customer.
 - d. If the audit supports the Customer's PVU factors, the usage for the contested periods will be adjusted to reflect the Customer's audited PVU factors.

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