Epoch Networks, Inc.

EPOCH NETWORKS, INC.
19800 MacArthur Boulevard, Suite 700
Irvine, California 92715

RATES, RULES and REGULATIONS for FURNISHING

RESALE TELECOMMUNICATIONS SERVICES

Filed with the

PUBLIC SERVICE COMMISSION OF KENTUCKY

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for resale telecommunication services provided by Epoch Networks, Inc. between points within the Commonwealth of Kentucky.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JAN 12 1997

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Gordon C. Neal
FOR THE PUBLIC SERVICE COMMISSION

Issued: December 12, 1996 Effective: January 12, 1997

Issued By: Henry G. Miller, III, Regulatory Manager
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CHECK SHEET

The Title Page Pages of this tariff are effective as of the date shown. Original and revised pages, as named below, contain all changes from the original tariff that are in effect on the date thereon except as otherwise noted.

PAGE	REVISION LEVEL	
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TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.

Explanation of Symbols - When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised page(s) through the use of the following symbols:

(C) - To signify changed regulation.

(D) - To signify discontinued rate or regulation.

(I) - To signify increased rates.

(M) - To signify material relocated from one page to another without change.

(N) - To signify new rate, regulation, or text.

(R) - To signify reduced rate.

(T) - To signify a change in text, but no change in rate or regulation.

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Application of Tariff

This tariff contains the regulations and rates applicable to the furnishing of intrastate resale common carrier communications service by Epoch Networks, Inc. within the State of Kentucky.

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SECTION 1 - TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

Authorized User - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

Carrier or Company - Epoch Networks, Inc. unless otherwise indicated by the context.

Commission - Refers to the Kentucky Public Service Commission.

Customer - The person, firm or corporation, or other entity which orders, cancels, amends, or uses service and is responsible for the payment of charges and/or compliance with tariff regulations.

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

Dedicated Access - See Special Access Origination/Termination.

Epoch - Used throughout this tariff to refer to Epoch Networks, Inc. unless otherwise indicated by the text.

KPSC - Refers to the Kentucky Public Service Commission.

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SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)

Special Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on dedicated circuits. The Access Provider provides these dedicated circuits from the Customer's location to the Company's point of presence. The rates and charges for dedicated circuits are determined by the Access Provider and the Customer is responsible for payment of these charges to the Access Provider.

Subscriber - The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of itself or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber may also be a Customer when the Subscriber uses services of the Company.

Switched Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on Feature Group circuits.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purposed of rating calls.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

Epoch services and facilities are furnished for intrastate communications originating at specified points within the state of Kentucky under terms of this tariff. Intrastate service is offered in conjunction with interstate service.

Epoch installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff. Epoch may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Epoch network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

2.2.1 Presubscribed service is offered in Equal Access areas only. Travel service is available from all areas.

2.2.2 Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this tariff.

2.2.3 Epoch reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff or of the law.

2.2.4 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.4 Liabilities of the Company

2.4.1 The liability of the Carrier for its willful misconduct or gross negligence which is the sole legal cause of damage or injury is not limited by this tariff. With respect to any other claim or suit, by a Subscriber or by any others, for damages associated with acts or omissions involving initiation, installation, provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, the Carrier's liability, if any, is limited to 1/30 of the monthly charge for service affected for each 24-hour period during which such failure of service occurs and is reported to or known by the Carrier. In addition, Subscriber credits for interrupted service will be issued, where applicable, in accordance with the provisions of Section 2.13.

2.4.2 In no event will Carrier be responsible for consequential damages or lost profits suffered by Subscriber on account of interrupted or unsatisfactory service unless Carrier is found to have been willfully negligent.

2.4.3 The Carrier is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of other carriers shall be deemed to be agents or employees of the Carrier.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Liabilities of the Company, (Cont'd.)

2.4.4 The Carrier shall be indemnified and held harmless by the Customer against:

a. Claims for libel, slander, infringement of copyright or unauthorized use of any trade mark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Customer over the Carrier's facilities; and

b. Claims for patent infringement arising from combining or connecting the Carrier's facilities with apparatus and systems of the Customer; and

c. All other claims arising out of any act or omission of the Customer in connection with any service provided by the Carrier.

2.4.5 The Carrier will make no refund of overpayments by a Subscriber unless the claim for such overpayment together with proper evidence be submitted within one (1) year from the date of alleged overpayment unless billing records prepared by the Company can be produced which would justify a credit beyond one year.

2.4.6 Acceptance by the Commission of the liability provisions contained in this tariff does not constitute its determination that the limitation of liability imposed by the Company should be upheld in a court of law, but the recognition that, as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefor, so it is the duty of the courts to determine the validity of the exculpatory provisions of this tariff.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.6 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.7 Installation and Termination

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by Epoch. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent (such as a local exchange telephone company or other authorized entity). Terms of payment shall be according to the rules and regulations of the billing agent and subject to the rules of regulatory agencies, including the P.S.C Ky. Any objections to billed charges must be reported to the Company or its billing agent within sixty days after receipt of bill. Contested charges will be handled in accordance with 807 KAR 5:006, Section 9. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. All invoices are due and payable upon receipt of the invoice. All amounts owed after the due date are subject to late payment penalty charges of 1.5% per month. The penalty may be assessed only once on any bill for rendered services. Any payment received shall first be applied to the bill for service rendered. Additional penalty charges shall not be assessed on unpaid penalty charges.

2.9 Cancellation by Customer

Any Customer desiring service terminated or changed from one address to another, shall give the utility three (3) working days' notice in person, in writing, or by telephone, provided such notice does not violate contractual obligations or tariff provisions.

2.10 Interconnection

Service furnished by Epoch may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with Epoch service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.11 Refusal or Discontinuance by Company

Epoch may refuse or discontinue service under the following conditions. Unless otherwise stated, the Customer will be given ten (10) day's written notice and allowed a reasonable time to comply with any rule or remedy any deficiency.

2.11.1 For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.

2.11.2 For the use of telephone service for any other property or purpose other than that described in the application.

2.11.3 For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.

2.11.4 For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations on file with the Commission, provided ten (10) working days' written notice is given before termination.

2.11.5 For non-payment of bills for telephone service. Suspension or termination of service shall not be made without ten (10) working days' written notice to the Customer.

2.11.6 Without notice in the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.11 Refusal or Discontinuance by Company, (Cont'd.)

2.11.7 Without notice in the event of tampering with the equipment furnished and owned by the Company.

2.11.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

2.11.9 For failure of the Customer to make proper application for service.

2.11.10 For Customer's breach of the contract for service between the Company and the Customer.

2.11.11 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.12 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for tests and adjustments as may be deemed necessary by the Carrier for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

2.13 Tests, Pilots, Promotional Campaigns and Contests

The Carrier may conduct special tests, pilot programs, waivers and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. Such promotions will be filed with the P.S.C. Ky. in this Tariff on not less than thirty (30) days notice.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.14 Interruption of Service

Credit allowances for interruptions of service caused by service outages or deficiencies are limited to the initial minimum period call charges for re-establishing the interrupted call.

2.15 Reservation of 800 Numbers

The Company will make every effort to reserve 800 vanity numbers for customers, but makes no guarantee or warranty that the requested number(s) will be available.

2.16 Bill Format

Bills rendered to Customers by Epoch contains the following information:

Date of Bill Rendering
Company Name
Toll Free Customer Service Number: (800) 878-3505
Service Dates
Due Date
Past Due Date
Current Amount Due
Past Due Amount (if applicable)
Past Due Penalties (if applicable)
Date and Time of Each call
Originating location and terminating number
Call duration
Call type
Total Charges per Call
Total Charges for Company Services
Taxes

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SECTION 3 - DESCRIPTION OF SERVICE & RATES

3.1 General

Epoch provides direct dialed (1+), inbound "800" and travel card service for communications originating and terminating within the State of Kentucky under terms of this tariff.

3.2 Time of Day Rate Periods

Unless otherwise indicated elsewhere in this tariff, all usage-based rates are subject to the following time-of-day, day-of-week, and holiday rate periods:

3.2.1 Day Rate Period - Applies to that portion of a call occurring from 8:00 AM to, but not including, 5:00 PM Monday through Friday.

3.2.2 Evening Rate Period - Applies to that portion of a call occurring from 5:00 PM to, but not including, 11:00 PM Sunday through Friday.

3.2.3 Night/Weekend Rate Period - Applies to that portion of a call occurring from 11:00 PM to, but not including 8:00 AM all days, 8:00 AM to, but not including, 11:00 PM Saturday; 8:00 AM to, but not including, 5:00 PM Sunday.

3.2.4 When a call is established in one rate period and ends in another rate period, the rate in effect at the calling station applies to the portion of the call occurring within that rate period. When a unit of time is split between two rate periods, the rate applicable to that unit of time is based on the rate period in which it began.

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SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

3.3 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

3.3.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

3.3.2 Chargeable time for all calls ends when one of the parties disconnects from the call.

3.3.3 Call durations and minimum calling periods are provided with each specific product as described in this tariff.

3.3.4 There is no billing applied for incomplete calls.

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SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

3.4 Determination of Mileage

Usage charges for mileage sensitive services vary based on the type of service subscribed to by the Customer. For services utilizing switched access, mileage measurements for rate schedules are based on the distance in airline miles between rate centers associated with the originating and terminating stations. For services utilizing dedicated access, mileage measurements for rate schedules are based on the distance in airline miles between the Epoch network access point associated with the station utilizing Dedicated Access Origination/Termination and the rate center associated with the called/calling station.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

Step 1: Obtain the "V" and "H" coordinates for the serving wire center or network access point serving the Customer's location and the called/calling station.

Step 2: Obtain the difference between the "V" coordinates. Obtain the difference between the "H" coordinates.

Step 3: Square the differences obtained in Step 2.

Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating locations of the call.

Formula:

$$\sqrt{\frac{(V_1-V_2)^2+(H_1-H_2)^2}{10}}$$

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SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

3.5 Epoch 1+ Service

Epoch 1+ Service allows Customers to place direct dialed calls to terminating locations throughout the state of Kentucky. Customers are presubscribed to the Epoch network or dial the Company's Access Code. Calls are placed by dialing "1+" or Casual Calling Access Code and the destination telephone number, including the area code if applicable. Customers may access Epoch 1+ Service through switched access facilities. Calls are billed in one (1) minute increments with an initial period, for billing purposes, of one (1) minute.

3.5.1 Per Minute Rate

Monthly Usage	Per Minute Rate	Recurring Monthly Fee
$ 0 - $100	$0.1650	$10.00
$101 - $299	0.1650	7.00
$300 +	0.1650	5.00

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SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

3.6 Toll Free Inbound Service

Epoch Toll Free Inbound Service is an inward calling service. It permits termination of intrastate calls from diverse geographic locations to Customer local exchange lines or to dedicated access facilities. With Epoch Toll Free Service, the Customer is billed for the call rather than the call originator. Calls are billed in thirty (30) second increments with an initial period, for billing purposes, of one (1) minute.

3.6.1 Per Minute Rate Options

Customers of Epoch's Toll Free Inbound Service are given the option of various billing rates depending on their calling patterns and anticipated usage. Each option provides for a lower per minute rate in exchange for a higher monthly fee.

Monthly Recurring Charge	Per Minute Rate
$ 7.00	$0.1650
$10.00	0.1550
$12.00	0.1450
$15.00	0.1350

3.6.2 Registration Fee per Number $75.00

3.6.3 Volume Discount

Customers are eligible for volume discounts based upon their total monthly intrastate and interstate Epoch Toll Free Inbound Service. The volume discounts for this service are:

Monthly Usage	Discount %
$ 0 - $999.99	0.00%
$1,000 +	10.00%

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SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

3.7 Epoch Wide Area Service

Epoch Wide Area Service allows Business Customers to place direct dialed calls to terminating locations throughout the state of Kentucky. Customers are presubscribed to the Epoch network. Calls are placed by dialing "1+" and the destination telephone number, including the area code if applicable. Customers may access Epoch Wide Area Service through switched access facilities. Calls are billed in thirty (30) second increments with an initial period, for billing purposes, of one (1) minute.

3.7.1 Wide Area Service I

Wide Area Service I is for Wide Area Service Customers billing greater than $500 per month.

(1) Per Minute Rates

	Day	Evening	Night/Weekend
Mileage Band	Per Minute Rate	Per Minute Rate	Per Minute Rate
0 - 22	$0.1657	$0.0955	$0.0892
23 - 124	0.1721	0.1020	0.0892
125 +	0.1785	0.1147	0.0892

(2) Monthly Recurring Charge $ 5.00

(3) Initial Set-up Fee per Line $25.00

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SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

3.7 Epoch Wide Area Service, (Cont'd.)

3.7.2 Wide Area Service II

Wide Area Service II is for Wide Area Service Customers billing less than $500 per month.

(1) Per Minute Rates

	Day	Evening	Night/Weekend
Mileage Band	Per Minute Rate	Per Minute Rate	Per Minute Rate
0 - 22	$0.1754	$0.1012	$0.0944
23 - 124	0.1823	0.1080	0.0944
125 +	0.1890	0.1214	0.0944

(2) Monthly Recurring Charge $ 5.00

(3) Initial Set-up Fee per Line $25.00

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SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

3.8 Epoch Travel Card Services

Epoch Travel Card Service allows the Customer to place calls within the State of Kentucky while away from the home or office. The Customer must dial an "800" number and a special access code before completing the call. Calls are billed in one (1) minute increments with an initial calling period of one (1) minute.

3.8.1 Flat Rate Travel Card Service

Per Call Surcharge	$0.00
Per Minute Rate	$0.25

3.8.2 Combined Travel Card Service

Per Call Surcharge	$0.75
Per Minute Rate	$0.21

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SECTION 3 - DESCRIPTION OF SERVICE & RATES, (CONT'D.)

3.9 Epoch Special Bill Service

Epoch Special Bill Service allows Customers to place direct dialed calls to terminating locations throughout the state of Kentucky. Customers are presubscribed to the Epoch network or dial the Company's Access Code. Calls are placed by dialing "1+" or Casual Calling Access Code and the destination telephone number, including the area code if applicable. Customers may access Epoch Special Bill Service through switched access facilities. Calls are billed in six (6) second increments with an initial period, for billing purposes, of eighteen (18) seconds.

3.9.1 Per Call Rate

	Per Call Rates		
Monthly Usage	Initial Period	Add'l. Period	Monthly Rec. Fee
$ 0 - $100	$0.0495	$0.0165	$10.00
$101 - $299	0.0495	0.0165	7.00
$300 +	0.0495	0.0165	5.00

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SECTION 4 - MISCELLANEOUS SERVICES

4.1 Directory Assistance

Directory Assistance is available to Customers of Epoch Service. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two (2) requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance, Per Call $0.60

4.2 Return Check Charge

A return check charge of $25.00 or 5% of the balance due (whichever is greater) will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Kentucky law and Commission regulations.

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SECTION 5 - CONTRACT SERVICES

5.1 General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms. Contracted rates will be filed with and approved by the KPSC.

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