This tariff, Kentucky Tariff No. 1 filed by Lightyear Network Solutions, LLC, cancels and replaces, in its entirety, the current tariff on file with the Commission, Kentucky Tariff No. 8, issued by Lightyear Communications, Inc.

TITLE PAGE

FACILITIES-BASED

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

LIGHTYEAR NETWORK SOLUTIONS, LLC

This tariff contains the descriptions, regulations and rates applicable to the furnishing of intrastate interexchange telecommunications services provided by Lightyear Network Solutions, LLC between points within the Commonwealth of Kentucky.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 5 2004

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

Issued By: John J. Greive, Vice President of Regulatory Affairs and General Counsel
1901 Eastpoint Parkway
Louisville, Kentucky 40223

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

(C) - To signify changed regulation.

(D) - To signify discontinued rate, regulation or text.

(I) - To signify increased rate.

(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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TARIFF FORMAT

A. **Page numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current page number on file with the Commission is not always the Tariff page in effect.

C. **Paragraph Numbering Sequence** - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.

2.1.
2.1.1.
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D. **Check Sheet** - When a tariff filing is made with the Commission, an undated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is updated to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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EXECUTIVE DIRECTOR

APPLICATION OF TARIFF

This tariff contains the descriptions, regulations and rates applicable to the furnishing of intrastate common carrier communications services by Lightyear Network Solutions, LLC between points within the Commonwealth of Kentucky.

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BY
EXECUTIVE DIRECTOR

Issued By: John J. Greive, Vice President of Regulatory Affairs and General Counsel
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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to a Lightyear switching center or point of presence.

Account Code - A number assigned to each Prepaid Account which is dialed by the Customer or Authorized User upon access to the Carrier's service. An Account Code identifies the caller and validates the caller's authorization to use the services provided.

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

Available Usage Balance - The amount of usage remaining in a Prepaid Calling Card Account at any particular point in time. Each Prepaid Calling Card Account begins with an initial usage amount which is depleted as services provided by the Company are utilized by the Customer.

Call - A completed connection established between a calling station and one or more called stations.

Calling Card - A proprietary card through which service is accessed by dialing a company-provided access number, and which enables the Customer or User to place calls over the network and to have the charges for such calls billed to the Customer's account.

Company - Whenever used in this tariff, "Company" refers to Lightyear Network Solutions, LLC, unless otherwise specified or clearly indicated by the context.

Commission - The Kentucky Public Service Commission.

Credit Card - "Credit Card" means any card, plate, coupon book, or other single credit device that may be used from time to time to obtain credit.

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

Customer Dialed Calling Card Call - A service whereby the End User dials all of the digits necessary to route and bill the call to a Calling Card.

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

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

BY Thomas M. Dorman
EXECUTIVE DIRECTOR

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

Dedicated Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the Customer.

IXC - means interexchange carrier or interexchange company which is a carrier or company authorized by the Commission to provide long distance communications services, but not local exchange services, within the State of Oklahoma.

KAR - Kentucky Administrative Regulations.

K.P.S.C. - Kentucky Public Service Commission.

LEC - Local Exchange Company.

Lightyear - Refers to Lightyear Network Solutions, LLC, the issuer of this tariff.

Network - Refers to the Company's facilities, equipment, and services provided under this tariff.

Off-net - The Customer is served by facilities not owned or leased by the Company.

On-net - The Customer is served by facilities owned or leased by the Company.

Personal Account Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's network which identifies the Prepaid Account from which charges for service shall be debited and which validates the caller's authorization to use the services provided.

Point of presence ("POP") - means the location where an IXC has transmission equipment in a service area that serves as, or relays calls to, the interexchange network.

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

Prepaid Account - An account which consists of a pre-paid usage balance depleted on a real time basis during each Prepaid Service Call.

Prepaid Card - A card issued by the Company which provides the Customer with a Personal Account Code and instructions for accessing the Carrier's network.

Prepaid Service Call - A service accessed via a "1-800" or other access code dialing sequence whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance on a Company-issued Prepaid Account.

Renewal - A method of replenishing a Prepaid Account's Available Usage Balance with additional minutes of use as authorized and paid for by the Customer.

Service(s) - Refers to all telecommunications services and other services related thereto provided by the Company to Customers or Users.

Special Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the End User.

Subscriber - See Customer.

Switched Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier.

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

Telecommunications service - means service provided by the Company including voice, data, and all other types of communications services, under the Company's tariffs on file with the Public Utility Division of the Commission.

Term Commitment - Customer who commits to using the carrier's service for a specified time may be eligible for lower rates. Rates may be used on length of term and volume.

Term Discount - Specified discounts the carrier may provide a customer who commits to using certain carrier services for a specified period of time.

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

Underlying Carrier - means the provider of telecommunications services whose network is being utilized to transmit and receive the Customer's telecommunications traffic.

User (or End User) - Any person or entity that obtains the Company's services provided under this tariff, regardless of whether such person or entity is so authorized by the Customer.

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.

Volume Discounts - Specified service offering by which the Carrier offers discounts based upon monthly usage or billing volume.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

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

Lightyear provides service in accordance with the terms and conditions set forth under this tariff. Lightyear 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 Lightyear 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 (24) hours per day, seven (7) days per week.

2.2 Use of Service

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

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

2.3 Limitations

2.3.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

2.3.2 Lightyear 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 in violation of the law.

2.3.3 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.

2.3.4 All facilities provided under this tariff are directly or indirectly controlled by Lightyear and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.3.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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

2.4 Liability of the Company

2.4.1 Limitations of Liability

A. The provisions of this section do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of laws by the Company.

B. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of $10,000.

C. Except as provided in Paragraphs (A) and (B) of this Rule, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services or private line, alphabetical directory listings (excluding the use of bold type), and all other services shall in no event exceed an amount equal to the pro rata charges to the Customer for the periods during which the services or facilities area affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect of any one service or facility affects or diminishes the value of any other service, said liability shall include such diminution, but in no event shall exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.

D. The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.

E. The Utility 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 Utility will give the customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and, if practicable, at times that will cause the least inconvenience.

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

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

2.4.1 Limitations of Liability, (cont'd.)

F. Except for the extension of allowances to the Customer for interruptions in Service as set forth in this tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service or any failure in or breakdown of facilities associated with the Service.

G. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

H. The Company shall not be liable for any claims for loss or damages involving:

1. Any act or omission of: (1) the Customer, (2) any other entity furnishing Service, equipment or facilities for use in conjunction with Services or facilities provided by the Company; or (3) common carriers or warehousemen;

2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

3. Any unlawful or unauthorized use of the Company's facilities and Services;

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

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

2.4.1 Limitations of Liability, (cont'd.)

H. (continued)

4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or Services; or by means of the combination of Company-provided facilities or Services with Customer-provided facilities or Services;

5. Breach in the privacy or security of communications transmitted over the Company's facilities;

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or Services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or Services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this tariff;

7. Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof;

8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

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

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

2.4.1 Limitations of Liability, (cont'd.)

H. (continued)

9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;

11. Any noncompletion of calls due to network busy conditions as long as the Company is meeting the applicable service standards of the Commission;

12. Any calls not actually attempted to be completed during any period that Service is unavailable.

I. The Company shall be indemnified, defended and held harmless by the Customer or User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or Service provided by the Company.

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

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

2.4.1 Limitations of Liability, (cont'd.)

J. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the Service.

K. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or Services. Such facilities are provided subject to such degree of protection or non-pre-emptibility as may be provided by the other entities.

L. Except as provided elsewhere in this tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

M. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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

Issued By: John J. Greive, Vice President of Regulatory Affairs and General Counsel
1901 Eastpoint Parkway
Louisville, Kentucky 40223

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

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

2.4.1 Limitations of Liability, (cont'd.)

N. Acceptance by the K.P.S.C. 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 therefore, so it is the duty of the courts to determine the validity of the exculpatory provisions of this tariff.

2.4.2 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the 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.

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

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

2.4.3 Provision of Equipment and Facilities

A. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

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

C. 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 equipment is provided.

D. Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

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. Subject to this responsibility, the Company shall not be responsible for:

1. the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or

2. the reception of signals by Customer-provided equipment; or

3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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

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

2.4.4 Nonroutine Installation

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.

2.4.5 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
B. of a type other than that which the Company would normally utilize in the furnishing of its services;
C. over a route other than that which the Company would normally utilize in the furnishing of its services;
D. in a quantity greater than that which the Company would normally construct;
E. on an expedited basis;
F. on a temporary basis until permanent facilities are available;
G. involving abnormal costs; or
H. in advance of its normal construction.

2.4.6 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

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

2.5 Prohibited Uses

2.5.1 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.

2.5.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Kentucky Public Service Commission's regulations, policies, orders, and decisions.

2.5.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

2.5.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

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

2.6 Responsibilities of the Customer

2.6.1 General

A. The Customer is responsible for payment of all charges for Services and equipment provided under this tariff.

B. The Customer is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by the Company or as required by law; and for assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to Services provided or made available by the Customer to Users. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.

C. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.

D. The Customer is responsible for 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;

E. The Customer is responsible for providing at no charge, as specified from time to time by the Company, any needed 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;

F. The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required by Company personnel to install, repair, maintain, program, inspect or remove equipment with the provision of the Company's Services.

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

2.6 Responsibilities of the Customer, (Cont'd.)

2.6.1 General, (cont'd.)

G. The Customer is responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(E). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

H. The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or Services, that the signals emitted into the Company's Network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade Service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices.

If the Customer fails to maintain the equipment and/or the system 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, terminate the Customer's Service.

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

2.6 Responsibilities of the Customer, (Cont'd.)

2.6.1 General, (cont'd.)

I. The Customer is responsible for 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;

J. The Customer is responsible for complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(G); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

K. The Customer is responsible for not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;

L. The Customer is responsible for making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes;

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

2.6 Responsibilities of the Customer, (Cont'd.)

2.6.1 General, (cont'd.)

M. The Customer is responsible for compliance with the applicable regulations set forth in this tariff; and

N. The Customer shall indemnify and save the Company harmless from all liability disclaimed by the Company as specified in this tariff, arising in connection with the provision of Service by the Company, and shall protect and defend the Company from any suits or claims against the Company and shall pay all expenses and satisfy all judgments rendered against the Company in connection herewith. The Company will notify the Customer of any suit or claim against the Company of which it is aware.

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

2.6 Responsibilities of the Customer, (Cont'd.)

2.6.2 Liability of the Customer

A. The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by the negligent or willful acts of the Customer, Users, or others, by improper use of the Services, or by use of equipment provided by the Customer, Users, or others.

B. To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

D. The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.

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

2.7 Customer Liability for Unauthorized Use of the Network

2.7.1 Unauthorized Use of the Network

A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's Services provided under this tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's Services provided under this tariff, or uses specific services that are not authorized.

B. The following activities constitute fraudulent use:

1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
2. Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this tariff to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
3. Toll free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
4. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

C. Customers are advised that use of telecommunications equipment and Services, including that provided under this tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll, PBX, and Centrex "clip-on" fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this tariff. Furthermore, Customers must notify the Company verbally or in writing of unauthorized use or charges appearing on the Customer's bill. All charges will be deemed correct and authorized if such notice is not received by the Company within thirty (30) days from the date of issuance of the Customer's bill.

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BY [signature]
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Customer Liability for Unauthorized Use of the Network, (Cont'd.)

2.7.2 Liability for Unauthorized Use

A. Except as provided for elsewhere in this tariff, the Customer is responsible for payment of all charges for Services provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.

B. The Customer is responsible for payment of all outbound call charges arising from calls placed to a Customer's 800 service number, whether or not such calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.

C. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages. The Company will take reasonable steps, upon verbal or written notification that fraud has occurred, or is believed to have occurred, to assist the customer in identifying the nature and/or source of the fraud, and in terminating the fraudulent use of the Customer's service. The Company will also assist the Customer in facilitating changes in phone numbers, and assist the Customer in identifying the perpetrator(s) of the fraud for purposes of pursuing civil remedies.

D. The Customer is responsible for payment of any charges related to the suspension and/or termination of Service, and any charges for reconnection of Service, incurred as a result of unauthorized use of the Network.

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

2.7 Customer Liability for Unauthorized Use of the Network, (Cont'd.)

2.7.3 Liability for Calling Card Fraud

A. The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company Calling Card, provided that the unauthorized use occurs before the Company has been notified.

B. The Customer must give the Company notice that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a verbal or written confirmation that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons.

C. The limitations on liability in this subsection will not apply to pre-paid or debit cards.

2.7.4 Liability for Credit Card Fraud

The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Credit Card. The liability of the Customer for unauthorized use of the Network by Credit Card fraud may be limited by state or federal law, and the Customer shall seek indemnification from the organization or company issuing such card for unauthorized use thereof.

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

2.8 Terminal Equipment

The Company's 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.

2.9 Installation

Service is installed upon contractual agreement between the Customer and the Company. The contractual agreement specifies the terms and conditions of installation, termination of service, commission structure, and commission payment schedule.

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

2.10 Deposits and Advance Payments

The Company does not normally require a deposit or advance payment from customers. However, deposits or advance payments may be collected form Customers or potential Customers whose credit or payment history is unsatisfactory to the Company.

In determining whether a Customer's or potential Customer's credit history is unsatisfactory, the Company will consider (i) the Customer's payment history with the Company, (ii) the Customer's ability to demonstrate adequate ability to pay for the service, (iii) credit and related information provided by the Customer, lawfully obtained from third parties or publicly available, and (iv) information relating to Customer's management, owners and affiliates. Customers whose payment or credit history is determined by the Company to present an undue risk may be required at any time to provide the Company a security deposit, in cash or the equivalent of cash, up to an amount equal to the applicable installation charges, if any, and/or two months actual or estimated usage charges for the service to be provided. In the case of a cash deposit, simple interest per annum pursuant to the rules and regulations of the K.P.S.C. shall be credited or paid to the Customer while the deposit is held by the Company. Such deposit may be refunded to the Customer's account at the end of six (6) months of satisfactory credit history.

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

2.11 Payment for Service

2.11.1 Payment Arrangements

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 Lightyear. All charges due by the Customer are payable upon receipt to the Company or to the Company's authorized billing agent (such as a LEC 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 K.P.S.C. Any objections to billed charges must be reported promptly to the Company 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.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this Tariff.

A. Commercial Credit Card Payment Option

Customers may choose to pay monthly bills via certain commercial credit cards accepted by the Company. Credit Card billed Customers will receive monthly call detail statements, which are separate from the credit card bills. If the Customer's credit card company rejects billing, the Company will make three attempts - two by telephone and one by mail - to contact the Customer for alternative payment arrangements. If alternative payment arrangements are not made in seven days, the Customer's long distance service is discontinued.

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

2.11 Payment for Service, (Cont'd.)

2.11.2 Payment Due Date and Late Payment Charges

The Company's bills are due upon receipt. All amounts not paid within thirty (30) days after the billing date are subject to late payment penalty charges of 1.5% per month. The late payment fee will not be assessed on unpaid penalty charges and any payment received shall first be applied to any bill for services rendered.

2.11.3 Returned Check Charge

A service charge equal to $30.00 will be assessed in accordance with Kentucky law for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

2.11.4 Bill Format

All bills for services, whether billed directly by the Company or by an authorized agent (e.g. credit card, the LEC, etc.) will contain a list of all charges and the Company's toll free customer service number. Non-regulated charges, if applicable, will be clearly designated with a notice that non-payment of non-regulated charges will non result in disconnection of regulated services. The Company's toll free number for toll customer service is 1-800-393-7300.

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2.12 Taxes and Fees

2.12.1 For all services other than Prepaid Card Service, state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.

2.12.2 To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.12.3 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Such adjustments shall be listed in this tariff.

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

2.12 Taxes and Fees, (Cont'd.)

2.12.3 (cont'd.)

A. Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company's service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call	$0.54	(T)

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

2.13 Refusal or Discontinuance of Service by Company

2.13.1 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer travel cards when the Company deems it necessary to take such action to prevent unlawful use of its service. Lightyear will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new travel card codes to replace ones that have been deactivated.

2.13.2 Lightyear may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given ten (10) day's notice to comply with any rule or remedy any deficiency:

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

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

C. For neglect or refusal to provide reasonable access to Lightyear or its agents for the purpose of inspection and maintenance of equipment owned by Lightyear or its agents.

D. For noncompliance with or violation of Commission regulation or Lightyear's rules and regulations on file with the Commission.

E. For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) day's written notice to the Customer, except in extreme cases whereby service may be discontinued after two days' notice.

F. Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect Lightyear's equipment or service to others.

G. Without notice if a dangerous condition exists relating to the utility's service which could subject any person to imminent harm or result in substantial damage to the property of the utility or others on the Customer's premises.

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

2.13 Refusal or Discontinuance of Service by Company, (Cont'd.)

2.13.2 (cont'd.)

G. In the event of tampering with the equipment or services owned by Lightyear or its agents.

H. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Lightyear may, before restoring service, require the Customer to make, at his or her 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.

I. Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Carrier from furnishing such services.

2.14 Cancellation by Customer

Any customer desiring service terminated or changed shall give Lightyear three (3) working days notice in person, in writing, or by telephone, provided such notice does not violate contractual obligations or tariff provisions.

2.14.1 Cancellation of Dedicated Circuits (N)

Requests for termination of dedicated circuits must be made in writing to the Company no later than 30 days prior to the requested termination date. All outstanding charges must be paid in full prior to the requested termination date. Charges will continue to accrue up to and including the last day of the billing period that includes the requested date of termination. In the event the Customer has signed a term agreement, and requests termination of dedicated circuits prior to the expiration of the term of the contract, early termination penalties will apply as set forth in the Customer's contract for service. (N)

2.15 Interruption of Service

Interruptions of service and trouble reports are subject to the general liability provisions set forth in Section 2.4 herein and the provisions of 807 KAR 5:061, Section 25.

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

2.16 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.

2.17 Tests, Pilots, Promotional Campaigns and Contests

The Carrier may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Carrier may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Carrier. From time to time the Company may waive all processing fees for a Customer. The Company shall notify the Commission, in writing, prior to the start of a promotion.

2.18 Interconnection

Service furnished by Lightyear 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 Lightyear 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.)

2.19 Reservation of Toll Free Numbers

The Company makes every effort to reserve toll-free (800/888) vanity numbers requested by Customers, but makes no guarantee or warranty that the requested number(s) will be available.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 General

Lightyear is a common carrier providing intrastate interexchange telecommunications services to Customers for transmission of voice, data, and other types of telecommunications within the Commonwealth of Kentucky. The charges for Lightyear's services may vary by the time of day, day of week, duration of the call, product type, volume, and term commitment.

The Company's services are available twenty-four (24) hours per day, seven (7) days a week. Intrastate service is offered in conjunction with interstate service.

3.2 Timing of Calls

Billing for calls placed over the Lightyear network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

3.2.1 Call timing 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.

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

3.2.3 Minimum call duration periods and increments for billing purposes vary by service option and are described with each individual service offering.

3.2.4 No charges apply to incomplete calls.

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

3.3 Calculation of Distance

Usage charges for mileage sensitive products are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

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 of the Customer's switch and the destination point.

Step 2: Obtain the difference between the "V" coordinates of each of the Rate Centers. 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 serving wire centers 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 AND RATES, (CONT'D.)

3.4 Time of Day Rate Periods

3.4.1 Determination of Rate Periods

Unless indicated otherwise, time-of-day rates apply according to the following schedule:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 4:59 PM	DAYTIME RATE PERIOD OR PEAK RATE PERIOD						
5:00 PM TO 10:59 PM	EVENING RATE PERIOD OR OFF PEAK RATE PERIOD						EVE
11:00 PM TO 7:59 AM	NIGHT/WEEKEND RATE PERIOD OR OFF PEAK RATE PERIOD						

3.4.2 Calls are billed based on the rate in effect at the time the call begins. Calls that cross rate period boundaries are billed the rate in effect at the beginning of the call for the duration of the entire call.

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

3.5 Private Line Service

Private line service provides resold dedicated point-to-point transmission paths between locations within Kentucky. Ordering, multiplexing and administrative options and charges are found in the Company's Tariff FCC No. 3. Service is provided and billed based on DS0 or DS1 circuits. Local access charges for the connection of the service from Lightyear's resold network to the Customer's location (i.e. special access facilities) are determined by the local access provider (i.e. the local exchange company).

A. Private Line Service - Rates and Charges

This charge is for the circuit mileage between customer designated locations for the private line circuits. The monthly charge per circuit shall be determined by the fixed and per mile rates set forth below.

1. DS-0 Service

	Monthly Recurring Charges	
Miles	**Fixed Charge**	**Per Mile Charge**
0 - 100	$102.57	$1.54
101 +	$226.10	$0.31

2. DS1 Service

(a) Three (3) Year Term:

	Monthly Recurring Charges	
Miles	**Fixed Charge**	**Per Mile Charge**
0 - 250	$0.00	$5.29
251-999	$0.00	$4.94
1,000 +	$0.00	$4.41

(b) Five (5) Year Term:

	Monthly Recurring Charges	
Miles	**Fixed Charge**	**Per Mile Charge**
0 - 250	$0.00	$5.29
251-999	$0.00	$4.94
1,000 +	$0.00	$4.41

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

3.6 ISDN

Lightyear's Integrated Services Digital Network (ISDN) provides ISDN connectivity for Lightyear customers through the interexchange network. ISDN provides for the simultaneous transmission of voice, data or video on ISDN lines at 56/64 kbps. Customers are responsible for the dedicated access 1.544 mbps connection for Primary Rate Interface or the switched access Basic Rate Interface. Switched access BRI lines must be PIC'd to Lightyear's specified underlying carrier. PRI usage is billed in six (6) second increments after a minimum duration of six (6) seconds. BRI usage is billed in six (6) second increments after a minimum duration of eighteen (18) seconds. Service is offered only from areas where it is technically available.

ISDN PRI and BRI intrastate service is offered in conjunction with ISDN PRI and BRI interstate and international ISDN PRI and BRI service.

Rates:

A. Dedicated Primary Rate Interface (PRI)

Per Minute Rate:	$0.1000

B. Switched Basic Rate Interface (BRI)

Per Minute Rate:	$0.1590

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

3.7 Dedicated W-Flex Intrastate Program (M, N)

The Dedicated W-Flex Intrastate Program is offered outbound (direct dial) and inbound (toll-free) calling via dedicated access lines. Service is provided in one, two or three year terms. Volume discounts are also available. Calls are billed in six (6) second increments after a minimum call duration of six (6) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Dedicated W-Flex intrastate service is offered in conjunction with W-Flex interstate and international service.

A. Direct Dialed Per Minute Rates

Term/Usage	None	$500+	$1000+
Month-to-Month	$0.0525	$0.0450	$0.0425
1 Year	$0.0475	$0.0450	$0.0399

B. Toll Free Per Minute Rates

Term/Usage	None	$500+	$1000+
Month-to-Month	$0.0525	$0.0450	$0.0425
1 Year	$0.0475	$0.0450	$0.0399

(M, N)

(Material previously found on this page has been moved to Page 103.1)

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

3.8 Dedicated S-Flex Intrastate Program (M, N)

The Dedicated S-Flex Intrastate Program is offered for outbound and inbound (toll-free) calling via dedicated access lines. Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer chooses this service. Alternatively, the Customer may project usage where no prior comparable service applies. The Company reserves the right to verify projected usage after three months of billing. If the Customer's usage is greater or less than the original projection, the Customer will be given the option to continue service at the appropriate rate level or to change to a different Lightyear service.

Dedicated S-Flex Intrastate calls are billed in six (6) second increments after a minimum call duration of six (6) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Dedicated S-Flex intrastate service is offered in conjunction with S-Flex interstate and international service.

A. Direct Dialed - Per Minute Rates

	Minimum Monthly Commitment	Per Minute Rate
S-Flex Plan A	None	$0.0642
S-Flex Plan B	$250.00 - $500.00	$0.0596

B. Toll Free - Per Minute Rates

	Minimum Monthly Commitment	Per Minute Rate
S-Flex Plan A	None	$0.0642
S-Flex Plan B	$250.00 - $500.00	$0.0596

(M, N)

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

3.9 Lightyear Calling Card Service

Lightyear's Calling Card Service provides telecommunications services and optional enhanced services to customers while traveling away from the office or home. Customers must dial a toll-free access number followed by their authorization code to make a call or use the service. A monthly credit limit will be assigned to each card for fraud protection. Customers have the option of raising or lowering the limit amount to best suit their calling practices. For billing purposes, call timing is rounded up to the nearest six (6) increment after the initial minimum period of eighteen (18) seconds. Various rate options are available based on term commitments as shown below.

A. Lightyear Calling Card Service - Rates and Charges

1. Plan M

(a) Per Minute Rate:

DAY:	$0.2500
NON-DAY:	$0.1990

(b) Per Call Service Charge:

Per Lightyear Calling Card Call:	$0.25

2. Plan 24

(a) Per Minute Rate:

DAY:	$0.1990
NON-DAY:	$0.1990

(b) Per Call Service Charge:

Per Lightyear Calling Card Call:	$0.25

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

3.9 Lightyear Calling Card Service, (Cont'd.)

A. Lightyear Calling Card Service - Rates and Charges, (cont'd.)

3. Plan 36

(a) Per Minute Rate:

DAY:	$0.2500
NON-DAY:	$0.2500

(b) Per Call Service Charge:

Per Lightyear Calling Card Call:	$0.00

4. Plan 48

(a) Per Minute Rate:

DAY:	$0.1750
NON-DAY:	$0.1750

(b) Per Call Service Charge:

Per Lightyear Calling Card Call:	$0.00

5. Plan 60

(a) Per Minute Rate:

DAY:	$0.1690
NON-DAY:	$0.1690

(b) Per Call Service Charge:

Per Lightyear Calling Card Call:	$0.00

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

3.9 Lightyear Calling Card Service, (Cont'd.)

A. Lightyear Calling Card Service - Rates and Charges, (cont'd.)

6. Plan 72

(a) Per Minute Rate:

DAY:	$0.1590
NON-DAY:	$0.1590

(b) Per Call Service Charge:

Per Lightyear Calling Card Call:	$0.00

7. Plan 84

(a) Per Minute Rate:

DAY:	$0.1490
NON-DAY:	$0.1490

(b) Per Call Service Charge:

Per Lightyear Calling Card Call:	$0.00

8. Plan 96

(a) Per Minute Rate:

DAY:	$0.1450
NON-DAY:	$0.1450

(b) Per Call Service Charge:

Per Lightyear Calling Card Call:	$0.00

9 Plan 108

(a) Per Minute Rate:

DAY:	$0.0990
NON-DAY:	$0.0990

(b) Per Call Service Charge:

Per Lightyear Calling Card Call:	$0.00

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

3.9 Lightyear Calling Card Service, (Cont'd.)

A. Lightyear Calling Card Service - Rates and Charges, (cont'd.)

10. Enhanced Service Charges

Certain enhanced services are available in conjunction with the Lightyear Calling Card. Applicable day and non-day interstate rates apply in addition to the following service charges:

Service	Service Charges
Voice Mail, per new message	$0.20
Fax Mail, per new page	$0.25
Speed Dial, per card - monthly charge	$0.50
Broadcast voice, per message, per address	$0.25
Minimum charge per event	$35.00
Broadcast fax, per message, per address	$0.30
Minimum charge per event	$35.00
Conference Calling - set-up fee	$1.00
Cost per minute, per leg	$0.30
Information Services - usage only	$0.40

11. Expedited Delivery Charge

Normal deliver of a calling card is seven to ten business days. Overnight delivery will be provided at the following additional charge:

Expedite charge for overnight delivery: $25.00 plus $2.00 per card

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

3.10 Roundtable Conference Services

A. General

Roundtable Conference Services are available to Customers who wish to hold telephonic meetings with multiple voice or video connections simultaneously.

B. Roundtable Audio Conference Calling Service

Roundtable Audio Conference Calling Service provides the Customer with the ability to hold a conference with multiple participants via telephone. The Customer makes a reservation specifying the conference bridge time (or periods of time) and number of lines required. Additional Conference Calling Features may be requested at that time (as listed below). The Conference Call may be selected as either automated or attended. The Company provides the Customer with a Conference telephone number and a security code when the Customer makes the Conference Call reservation. The Customer may select between using a toll or a toll-free method of access. At the scheduled date and time, each participant dials the designated dial-in number. Participants will be prompted to enter the conference security code using a touch-tone phone, or provide the host name and company name to the operator. Once the security code is entered, the caller is added to the Conference. Tones will indicate entrances to/exits from the Conference once it is underway. If a toll call access method is selected, each Conference participant will be billed by their designated toll carrier for transmission into the teleconference bridge.

My Call Conferencing Service provides the Customer with a permanent dial-in number and passcode which can be used twenty-four hours a day, seven days a week, without intervention by an attendant or administrator. The Customer may contact a Conference Attendant during any Conference Call to use enhanced features or to answer questions.

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

3.10 Roundtable Conference Services, (Cont'd.)

B. Roundtable Audio Conference Calling Service, (cont'd.)

1. Conference Types

(a) **Automated Meet Me** - The Company provides the Customer with a Conference telephone number when the Conference Call reservation is made. At the scheduled date and time, each participant dials into the Conference Call using this number. An Automated Conference Attendant will greet and acknowledge each participant's entry into the call. Tones will signal entrances to and exits from the Conference once it is underway. Each Dial In Conference participant will be billed by their designated toll carrier for transmission into the Conference bridge.

(b) **Automated Meet Me Toll Free** - he Company provides the Customer with a toll-free Conference telephone number when the Conference Call reservation is made. At the scheduled date and time, each participant dials into the Conference using this number. An Automated Conference Attendant will greet and acknowledge each participant's entry into the call. Tones will signal entrances to and exits from the Conference once it is underway.

(c) **Operator Assisted Dial Out** - t the scheduled date and time for the Conference, a Company Conference Attendant calls each participant and places them into the Conference. Tones may be used instead of announcements to indicate entrances to/exits from the Conference once it is underway.

(d) **Attendant Meet Me** - The Company provides the Customer with a Conference telephone number when the Conference Call reservation is made. At the scheduled date and time, each participant dials into the Conference Call using this number. A live attendant will greet each participant and take the host and company name to enter the participant into the call. Tones will signal entrances to and exits from the Conference once it is underway. Each Dial In Conference participant will be billed by their designated toll carrier for transmission into the Conference bridge.

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

3.10 Roundtable Conference Services, (Cont'd.)

B. Roundtable Audio Conference Calling Service, (cont'd.

1. Conference Types, (continued)

(e) Attendant Meet Me Toll Free - The Company provides the Customer with a toll-free Conference telephone number when the Conference Call reservation is made. At the scheduled date and time, each participant dials into the Conference using this number. A live attendant will greet each participant and take the host and company name to enter the participant into the call. Tones will signal entrances to and exits from the Conference once it is underway.

(f) MyCall Conferencing - With MyCall Conferencing, service is available for use at the Customer's discretion twenty four (24) hours a day, seven (7) days a week without the need to make a reservation. The Company provides the Customer with own bridge number and a permanent pass code. An Automated Conference Attendant will greet and acknowledge each participant's entry into the call. Tones will signal entrances to and exits from the Conference once it is underway. Each Dial In Conference participant will be billed by their designated toll carrier for transmission into the Conference bridge. Touchtone enhanced features are available with this service.

(g) MyCall Conferencing Toll Free - With MyCall Conferencing Toll Free, service is available for use at the Customer's discretion twenty four (24) hours a day, seven (7) days a week without the need to make a reservation. The Company provides the Customer with own toll free bridge number and a permanent pass code. An Automated Conference Attendant will greet and acknowledge each participant's entry into the call. Tones will signal entrances to and exits from the Conference once it is underway. Touchtone enhanced features are available with this service.

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

3.10 Roundtable Conference Services, (Cont'd.)

B. Roundtable Audio Conference Calling Service, (cont'd.

2. Application of Rates and Charges

(a) Usage Charges

Conference Call usage charges are billed in one minute increments. All Conference Calling Service toll free charges are billed to the Customer who has arranged the call.

Charges are based an actual (versus reserved) usage. Billing for each station begins when connected to the bridge. Billing ends when the station is disconnected. Usage minutes are totaled into call type categories for rating and invoicing purposes. Rating is rounded to the next nearest whole minute within each call type category.

Conference Type	Rate Per Minute	
1+ MyCall Conferencing	$0.13	(R)
Toll Free MyCall Conferencing	$0.20	|
Attendant Meet Me	$0.18	|
Toll Free Meet Me	$0.25	|
Dial-out Operator Assisted	$0.25	|
1+ Automated Meet Me	$0.13	|
Toll Free Automated Meet Me	$0.20	(R)

Combination Conference Price is based on services provided

(b) Cancellation of Reservation

No charge will be assessed for Conference Calls that are canceled or rescheduled.

(c) Overbooking

No penalty will be assessed for Conference calls for which excess lines have been reserved.

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

3.10 Roundtable Conference Services, (Cont'd.)

B. Roundtable Audio Conference Calling Service, (cont'd.

3. Features - Descriptions

The following features are available for all Audio Conference Calling Services at the rates and charges shown below. Additional non-telephonic services, such as overnight mail, typed transcripts or tape recordings, duplicate tapes, foreign language interpretation, and certified stenographer reporting are available at additional cost.

(a) **Participant Prenotification** - Allows a Conference Attendant to notify all participating callers of the date and time of a scheduled call upon at least 24 hours' advance notice by the Customer.

(b) **Full Time Operator Monitor** - Provides for a live operator to attend the entire conference call.

(c) **Electronic Question and Answer/Polling** - Electronic Question and Answer allows the Customer to conduct an orderly Question and Answer session. Participants indicate via touch-tone keypads that they wish to ask a question. This option must be requested at the time the Conference Call is reserved. Polling allows a Conference Call leader or Conference Attendant to conduct an opinion poll or survey by asking participants to indicate their responses via touch-tone keypads. Customers must provide the Conference Attendant 24 hours advance notice to establish this feature for the call.

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

3.10 Roundtable Conference Services, (Cont'd.)

B. Roundtable Audio Conference Calling Service, (cont'd.

3. Features - Descriptions, (continued)

(d) **Communications Line** - Provides a separate line of communication between the Customer and a live operator only, for use during the Conference Call. This line is separate from the lines used by the Conference Call participants, and other participants cannot hear Communications Line conversation.

(e) **RSVP Line** - Provides a separate line for callers to respond to a Conference Call invitation via a toll-free line, and to leave recorded messages.

(f) **Digital Tape Playback Voice Capture** - Provides for the Conference Call to be recorded (captured), in order for Customers to be able to play back the Conference Call at their convenience.

(g) **800 Digital Tape Playback** - Allows Customer or those whom the Customer designates to listen to replay of a recorded Conference Call at their own convenience. The playback will be made available for a specified period of time. Callers dial a pre-arranged toll-free number and enter a passcode to access the recorded Conference Call.

(h) **Digital Tape Playback** - Allows Customer or those whom the Customer designates to listen to replay of a recorded Conference Call at their own convenience. The playback will be made available for a specified period of time. Callers dial a pre-arranged and enter a passcode to access the recorded Conference Call. Each caller will be billed by their designated toll carrier for transmission during the Playback. The feature is available on a 1+ or toll-free basis.

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

3.10 Roundtable Conference Services, (Cont'd.)

B. Roundtable Audio Conference Calling Service, (cont'd.

3. Features - Descriptions, (continued)

(i) Standing Reservations - Provides an on-going reservation for a Conference Call at a specified time at regular intervals as designated by the Customer.

(j) Subconferencing - Allows Customers to designate participants to conference privately within a Conference Call and then return to the main call.

(k) Conference Security Lock Out - Blocks the ability to enter into an on-going Conference Call by pressing the touch pad to lock the Conference Call, or by pressing *0 to summon the operator, and request that the Conference be closed to additional callers.

(l) Participant List – Facsimile - At the Customer's request Conference Coordinator will compile and distribute Conference Call participant lists via facsimile.

(m) Broadcast/Listen Only - Provides the Customer with the option to put participants into a "listen only" mode during the Conference Call, so that participants can here the Customer but their own voices cannot be heard. The Customer may start and stop this feature at anytime or at multiple times during the Conference Call.

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

3.10 Roundtable Conference Services, (Cont'd.)

B. Roundtable Audio Conference Calling Service, (cont'd.

4. Features - Rates and Charges

(a) Standard Features

The following standard features are available on every type of conference call:

Participant Roll Call	no charge
On Hold Music	no charge
One Touch Operator Assistance ("*" + "0")	no charge

(b) Optional Features

The following features are available at Customer request:

Participant Prenotification	$2.00 per person	
Full Time Operator Monitor	10¢ add'l per minute	
Electronic Question & Answer Queuing/Polling	10¢ add'l per minute	
Communications Line	$30.00 per call	
RSVP Line	$50.00 per call	
Digital Tape Playback Voice Capture	$20.00 per call	
800 Digital Tape Playback	$0.55 per minute	
Meet Me Digital Tape Playback	$0.33 per minute	(N)
1+ Digital Tape Playback	$0.33 per minute	
Standing Reservations	no charge	
Sub-Conferencing	no charge	
Conference Security Lock Out	no charge	
Passcode Conference	no charge	(N)
Participant List - Fax Back	no charge	
Broadcast / Listen Only	no charge	

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

3.10 Roundtable Conference Services, (Cont'd.)

C. Roundtable Video Conference Calling Service

The Company offers three Service options associated with Roundtable Video Conference Calling Service:

Basic Service - With Basic Service, users may dial in to a pre-configured Multipoint Control Unit at the scheduled conference time. Callers will see themselves on the video screen until the site is connected. Video sites may interact as they become connected. Assistance may be obtained by calling Lightyear's Technical Help Desk or the Video Reservations Center.

Enhanced Service - With Enhanced Service, a Lightyear Roundtable Video Operator is available for assistance during the video conference. The Video Operator will greet users/attendees, assure proper connections, and provide assistance and answer questions as needed. A Video Operator will, upon request, conduct a roll call prior to the start of the conference.

Premium Service - With Premium Service, all features of Basic and Enhanced Service are provided. In addition, the subscriber to Premium Service can utilize Continuous Presence, which allows conference participants to see up to sixteen other locations simultaneously on the receive monitor of their video conferencing system.

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

3.10 Roundtable Conference Services, (Cont'd.)

C. Roundtable Video Conference Calling Service, (cont'd.)

1. Application of Rates and Charges

The following services are available for Video Conference Calling Services at the rates and charges shown below. Additional non-telephonic services, such as video taping, transcription, and provision of additional copies are available at additional cost.

(a) Video Conference Rates

Conference Types	Location Rates, Per Minute
Basic Service	$0.96
Enhanced Service	$1.00
Premium Service	$1.03

(b) Video Communication Rates

Communication Charges	Location Rates, Per Hour
Network - 112/128 Kbps (2 Channel)	$ 48.00
Network - 336/384 Kbps (6 Channel)	$144.00

(c) Audio Bridging Rates

Audio Bridging Charge	Participant Rates, Per Minute
Operator Assisted	$0.34
Toll Free Meet Me	$0.32
1+ Meet Me	$0.22

(d) Optional Features (available at customer request)

Voice Capture	$20.00 per call
Permanent Standing Reservation	No charge

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

3.10 Roundtable Conference Services, (Cont'd.)

D. Facsimile Services

All calls are billed in one (1) minute increments after a minimum call duration of six (6) second increments up to a minute. (N) (N)

Following are the rate and charges for transmission of facsimiles:

Fax Broadcast	**Peak** (7:00am - 5:30pm)	$0.25 per minute	(T)
	Non-Peak (5:30pm - 7:00am)	$0.23 per minute	|
Fax on Demand	**Direct Dial**	$0.55 per minute	|
	Toll Free	$0.55 per minute	(T)

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

3.11 Switched Services Program

Switched Services Program is offered to Customers for outbound and inbound (toll-free) calling via switched access lines. Switched access calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

The Switched Services Program intrastate service is offered in conjunction with Switched Services Program interstate and international service.

A. Switched Services Program Rates

Direct Dialed Per Minute Rate:	$0.0890
Toll Free Per Minute Rate:	$0.0890
Calling Card Per Minute Rate:	$0.099

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

3.12 Flex Plan Service

Flex Plan Service is a long distance service available to both existing and new long distance Customers for outbound (direct dial) and inbound (toll-free) calling via switched access lines. Service is available on a month to month or term basis. Discounts are also available based on usage commitment. Calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Flex Plan Intrastate Service is offered in conjunction with FlexPlan interstate and international service. Service is provided where facilities are available. Service may not be available in all areas.

A. Direct Dial Per Minute Rates

Term/Usage	None	$500	$1,000+
Month-to-Month	$0.136	$0.120	$0.108
1 Year	$0.123	$0.110	$0.099
2 Years	$0.113	$0.100	$0.090
3 Years	$0.104	$0.093	$0.084
4 Years	$0.097	$0.086	$0.078

B. Toll Free Per Minute Rates

Term/Usage	None	$500	$1,000+
M-to-M	$0.136	$0.127	$0.108
1 Year	$0.123	$0.116	$0.099
2 Years	$0.113	$0.106	$0.090
3 Years	$0.104	$0.098	$0.084
4 Years	$0.097	$0.091	$0.078

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

3.13 Flex Plan Options - Direct Dialed and Toll Free

The following FlexPlan Options are available to current Lightyear Customers only for outbound (direct dial) and inbound (toll-free) calling via switched access lines. Service is available on a month to month basis. Calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

FlexPlan Options Intrastate Service is offered in conjunction with FlexPlan interstate and international service. Service is provided where facilities are available. Service may not be available in all areas.

Option A
Calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis. Monthly recurring charge applies.

	Per Minute Rate
Direct Dialed	$0.089
Toll Free	$0.089
Monthly Recurring Charge	None

Option B
One year term commitment required. Calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis. Monthly recurring charge applies.

	Per Minute Rate
Direct Dialed	$0.079
Toll Free	$0.079
Monthly Recurring Charge	None

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

3.14 Q-Flex Dedicated Plan Program

The Q-Flex Dedicated Plan Program is offered to Customers for outbound and inbound (toll-free) calling via dedicated access lines. Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer chooses this service.

Dedicated access calls are billed in six (6) second increments after a minimum call duration of six (6) seconds. In addition to the rates shown following, installation and a monthly facility charge are applicable to dedicated trunking facilities provisioned by and billed to the Company by the local exchange carrier. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Q-Flex Dedicated intrastate service is offered in conjunction with Q-Flex Dedicated interstate and international service. Service is provided where facilities are available. Service may not be available in all areas.

A. Q-Flex Dedicated Plan - Direct Dialed

	Minimum Monthly Commitment	Per Minute Rate
Plan QWT-5	None	$0.053
Plan QWT-4	$250.00 - $500.00	$0.048
Plan QWT-3	$500.01 - $1,000.00	$0.044
Plan QWT-2	$1,000.01 - $2,500.00	$0.040
Plan QWT-1	$2,500.01 - +	$0.037

B. Q-Flex Dedicated Plan -Toll Free

	Minimum Monthly Commitment	Per Minute Rate
Plan Q800-5	None	$0.058
Plan Q800-4	$250.00 - $500.00	$0.052
Plan Q800-3	$500.01 - $1,000.00	$0.047
Plan Q800-2	$1,000.01 - $2,500.00	$0.043
Plan Q800-1	$2,500.01 - +	$0.040

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

3.15 Q-Flex Switched Plan Service

The Q-Flex Switched Plan Program is offered to Customers for outbound and inbound (toll-free) calling via switched access lines. Special rates are available on the Customer's total monthly term and/or usage commitment, as demonstrated at the time the Customer chooses this service.

Switched access calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Q-Flex Switched intrastate service is offered in conjunction with Q-Flex Switched interstate and international service.

A. Q-Flex Switched Plan Service Rates and Charges

1. Q-Flex Switched Plan - Direct Dialed

Term/Usage	None	$500+	$1,000+
Month-to-Month	$0.135	$0.085	$0.050
1 Year	$0.130	$0.080	$0.045
2 Years	$0.125	$0.060	$0.040
3 Years	$0.120	$0.055	$0.035

2.. Q-Flex Switched Plan - Toll Free

Term/Usage	None	$500+	$1,000+
Month-to-Month	$0.110	$0.100	$0.090
1 Year	$0.100	$0.095	$0.085
2 Years	$0.095	$0.090	$0.080
3 Years	$0.090	$0.085	$0.080

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

3.16 Driver Long Distance Plan

The Driver Long Distance Plan is a long distance service available to both existing and new long distance business Customers for outbound (direct dial) and inbound (toll-free) calling via switched access lines. Service is available on a month to month or term basis. Discounts are also available based on usage commitment. Calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Driver Long Distance intrastate service is offered in conjunction with Driver Long Distance interstate and international services. Service is provided where facilities are available. Service may not be available in all areas.

A. Direct Dial Per Minute Rates

Term/Usage	None	$500	$1,000+
Month-to-Month	$0.085	$0.085	$0.055
1 Year	$0.080	$0.080	$0.050
2 Years	$0.075	$0.075	$0.045
3 Years	$0.070	$0.070	$0.040
4 Years	$0.065	$0.065	$0.035

B. Toll Free Per Minute Rates

Term/Usage	None	$500	$1,000+
Month-to-Month	$0.085	$0.085	$0.055
1 Year	$0.080	$0.080	$0.050
2 Years	$0.075	$0.075	$0.045
3 Years	$0.070	$0.070	$0.040
4 Years	$0.065	$0.065	$0.035

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

3.17 Starter Long Distance Plan

Starter Long Distance plan is available for use by Customers who subscribe to bundled local services offered by the Company. Descriptions of the Company's bundled local services are provided in the Company's local exchange tariff on file with this Commission. This service is available primarily to residential customers.

Starter Long Distance offers outbound (direct dial) calling via switched access lines. Calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Starter Long Distance plan is offered in conjunction with Starter interstate and international service. Service is provided where facilities are available. Service may not be available in all areas.

A. **Per Minute Rate** - For billing purposes, call timing is rounded up to the next six (6) second increment following a minimum initial period of eighteen (18) seconds.

Direct Dial Per Minute Rate:	$0.049

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

3.18 T-Flex Switched Intrastate Program (N)

The T-Flex Switched Intrastate Program is a long distance service available for outbound and inbound calling via switched access lines. Service is available on a month to month or term basis. Discounts are also available based on usage commitment. Calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis. A Monthly Recurring Charges is also applied.

The T-Flex Switched Program intrastate service is offered in conjunction with T-Flex Switched Program interstate and international services.

A. Direct Dial Per Minute Rates

Term/Usage	Rate
Month-to-Month	$0.120
1 Year	$0.120
2 Years	$0.049

B. Toll Free Per Minute Rates

Term/Usage	Rate
Month-to-Month	$0.097
1 Year	$0.091
2 Years	$0.090

C. Monthly Recurring Charge

Monthly Recurring Charge	$2.00

(N)

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

3.19 Local PRI Intrastate Long Distance Plan (N)

The Local PRI Intrastate Long Distance Plan is an optional long distance service plan available local PRI Customers for outbound (direct dial) and inbound (toll-free) calling. Service is available on a term basis only. Calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

The Local PRI Intrastate Long Distance Plan is offered in conjunction with Local PRI Interstate and International Long Distance Plans. Service is provided where facilities are available. Service may not be available in all areas.

A. Direct Dial Per Minute Rates

Term/Usage	Per Minute Rate
1 Year	$0.0450
2 Years	$0.0399
3 Years	$0.0375

B. Toll Free Per Minute Rates

Term/Usage	Per Minute Rate
1 Year	$0.0425
2 Years	$0.0375
3 Years	$0.0350

(N)

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

3.20 OverDrive Dedicated Long Distance Plan (N)

OverDrive Dedicated Long Distance Plan is a long distance service available to customers for outbound (direct dial) and inbound (toll-free) calling via dedicated access lines. Service is available on a month to month or term basis. Calls are billed in six (6) second increments after a minimum call duration of six (6) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

OverDrive Dedicated Long Distance intrastate service is offered in conjunction with OverDrive Dedicated Long Distance interstate and international services. Service is provided where facilities are available.

A. Direct Dial Per Minute Rates

Term	Rate
Month-to-Month	$0.0450
1 Year	$0.0399
2 Years	$0.0375

B. Toll Free Per Minute Rates

Term	Rate
Month-to-Month	$0.0425
1 Year	$0.0375
2 Years	$0.0350

(N)

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SECTION 4 - MISCELLANEOUS SERVICES AND CHARGES

4.1 Directory Assistance

Directory Assistance is available to Customers of Lightyear. A Director Assistance charge applies to each call to the Directory Assistance Bureau. Up to two 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.

4.1.1 Directory Assistance Charge

Directory Assistance, per call	$0.65

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SECTION 4 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D.)

4.2 Operator Services

The Company offers operator assisted ("0+") calling for specialized billing or call placement arrangements. When service is billed through another entity (i.e. the local exchange company) the terms of the billing entity apply.

4.2.1 Operator Assisted Call Options

The following payment options are available to end users of Lightyear's service:

A. **Collect Calls** - This option allows a call to be billed to the called number, provided that the called station accepts responsibility for payment of charges.

B. **Calling Card Calls** - This option enables an end user to charge a call to a valid telephone company calling card.

C. **Third Number Billing** - This option allows a call to be billed to a telephone number identified with a station other than the calling or called telephone number, provided that the third party number is not restricted from receiving such charges.

D. **Originating Number Billing** - This option allows the end user to bill a call to the calling telephone number. End user accepts responsibility for payment of charges. Originating Number Billing may not be accepted from pay telephones and other restricted telephone numbers. All direct dial calls are billed to the originating line.

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SECTION 4 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D.)

4.2 Operator Services, (Cont'd.)

4.2.2 Rates and Charges

A. Usage Rates:
Usage rates are billed in sixty (60) second increments.

Rate per Minute	$0.2800

B. Per Call Service Charge:

	Per Call
Operator Station to Station	$3.95
Operator Person to Person	$4.89
3rd Party Billed	$2.34
LEC Calling Card	$0.80
Operator Dialed Surcharge	$1.14

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SECTION 5 - GRANDFATHERED SERVICES

5.1 Direct Dial 1+ Service - This Service is no longer available to new customers.

Direct Dial 1+ Service allows Customers to make 1+ direct dialed calls from presubscribed telephones. This service is available from Equal Access end offices only. Customers access the service via switched access lines. For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of eighteen (18) seconds.

Direct Dial 1+ Service is offered under several Plans based on term commitment. Plan M is a basic month-to-month service. Plan 12 offers a discount from Plan M rates to Customers that commit to a 12 month service term. Plan 24 offers discounted rates to Customers that commit to a 24 month service term, etc. If a Customer discontinues service prior to the end of the service agreement term, the Customer is assessed a penalty equal to the difference between the appropriate shorter commitment Plan and the Plan under which the Customer has been billed, times the cumulative billed minutes of use from the time service was initiated to the time service was discontinued.

A. Per Minute Rates

	DAY	NON-DAY
Plan M	$0.1550	$0.1350
Plan 12	$0.1450	$0.1250
Plan 24	$0.1350	$0.1250
Plan 36	$0.1150	$0.1050
Plan 42	$0.0990	$0.0990

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.2 Switched Toll-Free Service - This Service is no longer available to new customers.

Switched Toll Free Service provides an in-bound Toll Free calling service to Lightyear Customers. The Lightyear Customer is billed for each Toll Free call, rather than the call originator. Calls terminate to the Lightyear Toll Free Customer via switched access lines. For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of eighteen (18) seconds.

Switched Toll Free Service is offered under several Plans based on term conditions. Plan M is a basic month-to-month service. Toll Free Plan 12 offers a discount off of Plan M rates to Customers that commit to a 12 month service term. Toll Free Plan 24 offers discounted rates to Customers that commit to a 24 month service term, etc. If a Customer discontinues service prior to the end of the service agreement term, the Customer is assessed a penalty equal to the difference between the appropriate shorter commitment Plan and the Plan under which the Customer has been billed, times the cumulative billed minutes of use from the time service was initiated to the time service was discontinued.

A. Per Minute Rates

	DAY	NON-DAY
Plan M	$0.1550	0.1350
Plan 12	0.1450	0.1250
Plan 24	0.1350	0.1250
Plan 36	0.1150	0.1050
Plan 42	0.0990	0.0990

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.3 Residential Service - This Service is no longer available to new customers.

This service is available to Residential Customers only (the customer's phone number must be assigned to a residential address). To qualify for the service, customers may have no more than two (2) phone lines at the residential address. In addition, no more than thirty (30) percent of the customer's phone use can occur during the daytime calling period. Intrastate service is provided only to customers on Lightyear's companion interstate Residential Service offering.

Residential Service is available to Customers in three plans. Service is accessed via switched access circuits. Calls are billed in full minute increments with a minimum call duration of one minute. Residential service may be billed by the Company or a billing agent (such as the local exchange carrier). Customers may choose the plan that best serves their calling patterns.

For this service, the applicable rate periods (Day, Evening, Night/Weekend) are indicated in the chart below.

A. Per Minute Rates:

	Day	**Evening**	**Night/Weekend**
Plan A	$0.2020	$0.2020	$0.2020
Plan B	$0.2160	$0.1890	$0.1890
Plan C	$0.2160	$0.1890	$0.1790

Day Rate Period:	Monday through Friday 8:00am to 5:00pm*
Evening Rate Period:	Sunday through Friday 5:00pm to 11:00pm*
Night/Weekend Rate Period:	All days -- 11:00pm to 8:00am* Saturday 8:00am to Sunday 5:00pm*

* - To, but not including

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.4 Travel Card Service - This Service is no longer available to new customers.

Lightyear's Travel Card Service permit its Customers to make calls using Lightyear's service when traveling. Customers must dial an access code and personal identification digits to make a call. Travel Card is offered at four rate levels, depending upon the term commitment plan selected by Customer for his or her primary 1+ or 800 service. If a Customer discontinues service prior to the end of the service agreement term, the Customer is assessed a penalty equal to the difference between the appropriate Plan 12, 24 or 36 rates and the Plan M rates, times the cumulative billed minutes of use from the time service was initiated to the time service was discontinued. Rate Plan #1 is no longer available to new customers. New customers may subscribe to Rate Plan #2. Rate Plan #1 rates are grandfathered until January 1, 1995 for existing customers, at which time Rate Plan #2 rates will become effective.

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of eighteen (18) seconds.

A. Per Minute Rates:

1. Rate Plan #1

	DAY	NON-DAY
Plan M	$0.2000	$0.1600
Plan 12	0.1780	0.1600
Plan 24	0.1650	0.1600
Plan 36	0.1500	0.1480

2. Rate Plan #2

	DAY	NON-DAY
All:	$0.1990	$0.1990

B. Per Call Service Charge:

Per call service charge, all plans: $0.25

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.5 UniRate Service - This Service is no longer available to new customers.

5.5.1 UniRate Switched Access

UniRate Switched Access Service provides customers with both outbound and inbound (800) calling at one price. Calls originate and terminate over switched access facilities. Service is available in equal access areas. Rates vary based on term commitment. Calls are billed in six (6) second increments with a minimum call duration of six (6) seconds.

A. Rates and Charges

1. Per Minute Rates

Term Commitment	Per Minute Rate
Monthly	$0.1790
6 months	$0.1690
12 months	$0.1590
18 months	$0.1490
24 months	$0.1390
30 months	$0.1290
36 months	$0.1190

2. UniRate Switched 800 Service Charges - The following apply to customers who choose the UniRate 800 option:

Installation Fee:	$50.00 per reserved 800 number
Minimum Monthly Usage Fee:	$20.00 per 800 number

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.5 UniRate Service, (Cont'd.) - This Service is no longer available to new customers.

5.5.2 UniRate Direct Access

UniRate Direct Access Service provides customers both outbound and inbound (800) calling at one price. Outbound calls originate over dedicated access facilities. Inbound 800 calls terminate to the Customer over dedicated access facilities. The Customer is responsible for payment of all charges (non-recurring and recurring) associated with the dedicated access line. Rates vary based on term commitment. Calls are billed in six (6) second increments with a minimum call duration of six (6) seconds.

A. Rates and Charges

1. Per Minute Rates -

Term Commitment	Per Minute Rate
Monthly	$0.1090
12 months	$0.0990
24 months	$0.0890
36 months	$0.0790

2. Installation charge - This charge applies in addition to any applicable charges from the dedicated access provider.

Installation charge: $500 per T-1 installed

3. UniRate 800 Service Charges - The following apply to customers who choose the UniRate 800 option:

Installation Fee: $50.00 per reserved 800 number
Minimum Monthly Usage Fee: $20.00 per 800 number

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.6 Ultima Card - This Service is no longer available to new customers.

Lightyear's Ultima Card provide telecommunications services and optional enhanced service to customers while traveling away from the office or home. Customers must dial an 800 toll-free access number followed by their authorization code to make a call or use the service. A monthly credit limit will be assigned to each card for fraud protection. Customers have the option of raising or lowering the limit amount to best suit their calling practices. For billing purposes, call timing is rounded up to the nearest six (6) increment after the initial minimum period of eighteen (18) seconds.

5.6.1 Term Commitment Options - Usage Charges

A. No Term Commitment

1. Per Minute Rate:

DAY:	$0.2500
NON-DAY:	$0.1990

2. Per Call Service Charge:

Per Ultima Card Call:	$0.25

B. Twenty-four (24) Month Term Option:

1. Per Minute Rate:

DAY:	$0.1990
NON-DAY:	$0.1990

2. Per Call Service Charge:

Per Ultima Card Call:	$0.25

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.6 Ultima Card, (Cont'd.) - This Service is no longer available to new customers.

5.6.1 Term Commitment Options - Usage Charges, (cont'd.)

C. Thirty-six (36) Month Term Option:

1. Per Minute Rate:

DAY:	$0.2500
NON-DAY:	$0.2500

D. Forty-eight (48) Month Term Option:

1. Per Minute Rate:

DAY:	$0.1990
NON-DAY:	$0.1990

E. Sixty (60) Month Term Option:

1. Per Minute Rate:

DAY:	$0.1750
NON-DAY:	$0.1750

F. Affinity Group Card - This card is only available for billing to a commercial card account established with the Affinity Group.

1. Per Minute Rate:

DAY:	$0.2500
NON-DAY:	$0.2500

2. Per Call Service Charge:

Per Ultima Card Call:	$0.25

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.7 Kentucky Affinity Group Program - This Service is no longer available to new customers.

This program is available to affinity groups organized within the state of Kentucky who have 365,000 household as members. To obtain this service, customers must subscribe to Lightyear's service as an affinity group member. Calls are billed in full minute increments.

5.7.1 Rates and Charges

A. Per Minute Rate:

DAY:	$0.1780
NON-DAY:	$0.1780

B. Monthly Service Charge:

Monthly Service Charge	$2.00 per account

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.8 American Business Network (Affinity Plan #3) - This Service is no longer available to new customers.

American Business Network is offered to affinity groups for their associated members, organizations, agencies or similar entities (herein referred to as "members"). The service provides both direct dial 1+ and in-bound 800 calling. Affinity Groups must commit to a two-year term agreement and to signing up at least 2,500 member commercial accounts with Lightyear within three months of subscribing to this service. Each individual account must bill a minimum of $100 in Lightyear services per month. Lightyear reserves the right to revert rates to the Direct Dial 1+ monthly rates for affinity groups that fail to meet these minimum requirements. A monthly service fee applies to each account. This service fee is billed to the Affinity Group organization.

Calls are billed in six (6) second increments after an initial minimum call duration of eighteen (18) seconds.

5.8.1 Rates and Charges

A.	**Per minute rate:**	$0.1090
B.	**Monthly Recurring Charge:** Monthly Service Fee, per account:	$6.50

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.9 Plan Services - This Service is no longer available to new customers.

Plan Services are offered to Customers for outbound or inbound (toll-free) calling via switched or dedicated access lines. Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer chooses this service. Alternatively, the Customer may project usage where no prior comparable service applies. The Company reserves the right to verify projected usage after three months of billing. If the Customer's usage is greater or less than the original projection, the Customer will be given the option to continue service at the appropriate rate level or to change to a different Lightyear product. Switched access calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Dedicated access calls are billed in six (6) second increments after a minimum call duration of six (6) seconds. Intrastate service is offered in conjunction with interstate and international service.

5.9.1 Switched Access Service

A. Per Minute Usage Rate:

Plan	Volume Commitment	Time of Day Rate Period	
		Day	Non-Day
Plan A	$0-$249.99	$0.1050	$0.1050
Plan B	$250 & Over	$0.1090	$0.1090

5.9.2 Dedicated Access Service

A. Per Minute Usage Rate:

Plan	Volume Commitment	Time of Day Rate Period	
		Day	Non-Day
Plan A	$0-$1999.99	$0.0650	$0.0650
Plan B	$2000 & Over	$0.0490	$0.0490

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.10 Dedicated Direct Dial 1+ Service - This Service is no longer available to new customers.

Dedicated Direct Dial 1+ Service allows Customers to make 1+ direct dialed calls. Customers access the service via dedicated or special access T-1 (1.544 Mpbs) lines. Service is available only where T-1 access is available. The Customer is responsible for payment charges associated with the dedicated T-1 circuit. Such charges are normally billed by and paid directly to the access provider (i.e., LEC). If the Customer requests that Lightyear order and bill the T-1 circuit, Lightyear will add an administrative charge equal to 25% of the monthly recurring charge for the circuit to the bill. For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of six (6) seconds.

Dedicated Direct Dial 1+ Service is offered under several Plans based on term commitment. Plan M is a basic month-to-month service. Plan 12 offers a discount off of Plan M rates to Customers that commit to a 12 month service term. Plan 24 offers discounted rates to Customers that commit to a 24 month service term, etc. If a Customer discontinues service prior to the end of the service agreement term, the Customer is assessed a penalty equal to the difference between the appropriate shorter commitment Plan and the Plan under which the Customer has been billed, times the cumulative billed minutes of use from the time service was initiated to the time service was discontinued.

A. Per Minute Rates:

	DAY	NON-DAY
Plan M	$0.1050	0.1050
Plan 12	0.0950	0.0950
Plan 24	0.0850	0.0850
Plan 36	0.0750	0.0750
Plan 42	0.0690	0.0690

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.11 Dedicated Toll Free Service - This Service is no longer available to new customers.

Dedicated Toll Free Service provides an inbound Toll Free calling service to Lightyear Customers. The Lightyear Customer is billed for each toll free call, rather than the call originator. Calls terminate to the Lightyear 800 Customer via dedicated T-1 (1.544) access lines. Service is available only where T-1 access is available. The Customer is responsible for payment charges associated with the dedicated T-1 circuit. Such charges are normally billed by and paid directly to the access provider (i.e., LEC). If the Customer requests that Lightyear order and bill the T-1 circuit, Lightyear will add an administrative charge equal to 25% of the monthly recurring charge for the circuit to the bill. For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of six (6) seconds.

Dedicated Toll Free Service is offered under several Plans based on term commitment. Plan M is a basic month-to-month service. Toll Free Plan 12 offers a discount off of Plan M rates to Customers that commit to a 12 month service term. Toll Free Plan 24 offers discounted rates to Customers that commit to a 24 month service term, etc. If a Customer discontinues service prior to the end of the service agreement term, the Customer is assessed a penalty equal to the difference between the appropriate shorter term commitment Plan and the Plan under which the Customer has been billed, times the cumulative billed minutes of use from the time service was initiated to the time service was discontinued.

A. Per Minute Rates:

	DAY	NON-DAY
Plan M	$0.1050	0.1050
Plan 12	0.0950	0.0950
Plan 24	0.0850	0.0850
Plan 36	0.0750	0.0750
Plan 42	0.0690	0.0690

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.12 Switched Elite Program - This Service is no longer available to new customers.

The Switched Elite Program is offered to off-net Customers for outbound and inbound (toll-free) calling via switched access lines. To be eligible for this program, a Lightyear long distance customer must be a local customer of either Lightyear or Ameritech.

Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer chooses this service. Alternatively, the Customer may project usage where no prior comparable service applies. The Company reserves the right to verify projected usage after three months of billing. If the Customer's usage is greater or less than the original projection, the Customer will be given the option to continue service at the appropriate rate level or to change to a different Lightyear service.

Switched access calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Switched Elite intrastate service is offered in conjunction with Elite interstate and international service.

A. Switched Elite Service - Direct Dialed and Toll Free - Per Minute Rates

Plan	Minimum Monthly Commitment	Per Minute Rate
Elite Plan A	$100.00 - $249.99	$0.0890
Elite Plan B	$250.00 +	$0.0790

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.13 Switched Maximizer Service - This Service is no longer available to new customers.

Switched Maximizer Service is offered to Customers for outbound or inbound (toll-free) calling via switched access lines. Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer chooses this service. Alternatively, the Customer may project usage where no prior comparable service applies. The Company reserves the right to verify projected usage after three months of billing. If the Customer's usage is greater or less than the original projection, the Customer will be given the option to continue service at the appropriate rate level or to change to a different Lightyear service.

Calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Switched Maximizer intrastate service is offered in conjunction with Switched Maximizer interstate and international service.

A. Switched Maximizer Service - Direct Dialed and Toll Free - Per Minute Rates

	Minimum Term Commitment	Per Minute Rate	
		Day	Non-Day
Plan U1	Month-to-Month	$0.1550	$0.1350
Plan U12	12-Month Term	$0.1450	$0.1250
Plan U24	24-Month Term	$0.1350	$0.1250
Plan U36	36-Month Term	$0.1150	$0.1050
Plan U42	42-Month Term	$0.0990	$0.0990

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.14 Switched MRC Service - This Service is no longer available to new customers.

Switched MRC Service is offered to Customers for outbound or inbound (toll-free) calling via switched access lines. Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer chooses this service. Alternatively, the Customer may project usage where no prior comparable service applies. The Company reserves the right to verify projected usage after three months of billing. If the Customer's usage is greater or less than the original projection, the Customer will be given the option to continue service at the appropriate rate level or to change to a different Lightyear service.

Calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis. A flat monthly recurring charge will apply.

Switched MRC intrastate service is offered in conjunction with Switched MRC interstate and international service.

A. Switched MRC Service - Direct Dialed and Toll Free - Per Minute Rates

Plan	Minimum Monthly Commitment	Per Minute Rate
MRC-Plan A	$ 10.00- $499.99	$0.0990
MRC-Plan B	$500.00 +	$0.0890

B. Monthly Recurring Charge: $1.50

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.15 Switched Saver Program - This Service is no longer available to new customers.

The Saver Program is offered to qualified current Lightyear Customers for outbound or inbound (toll-free) calling via switched access lines. Only current Lightyear long distance customers who have less than six (6) months remaining on their current term plan, if applicable, and who are considered in good standing, are eligible for this program. For purposes of the Saver Program, customers in good standing are defined as those who have paid their bills no later than fifteen (15) days past the date due for three consecutive months. Saver Program customers who lose good standing status must move either to their previous plan or to another plan of their choosing and for which they qualify. For purposes of this Program, a customer will be considered to have lost good standing status if more than one bill within a three (3) month period is not paid by fifteen (15) days past the date due.

The minimum term of service for dedicated Saver Program customers is eighteen (18) months. Switched Saver Program customers must have at least six (6) months' service under their current plan before becoming eligible for a lower rate under the Saver Program. Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer qualifies for this service. The Company reserves the right to verify projected usage after three months of billing. If the Customer's usage is greater or less than the original projection, the Customer will be given the option to continue service at the appropriate rate level or to change to a different Lightyear service.

Switched access calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

The Switched Saver Program intrastate service is offered in conjunction with Saver Program interstate and international service.

A. Switched Saver Program - Direct Dialed and Toll Free - Per Minute Rates

Plan	Minimum Monthly Commitment	Per Minute Rate
Saver - Plan A	$ 10.00- $ 99.99	$0.0890
Saver - Plan B	$100.00 +	$0.0790

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.16 Sprint Cornerstone SDP Service - This Service is no longer available to new customers.

Sprint Cornerstone SDP Service is offered to Customers for outbound and inbound (toll-free) calling via switched or dedicated access lines in those service areas for which Sprint is Lightyear's underlying transport provider.

Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer chooses this service. Alternatively, the Customer may project usage where no prior comparable service applies. The Company reserves the right to verify projected usage after three months of billing. If the Customer's usage is greater or less than the original projection, the Customer will be given the option to continue service at the appropriate rate level or to change to a different Lightyear service.

Switched access calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Dedicated access calls are billed in six (6) second increments after a minimum call duration of six (6) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

The Sprint Cornerstone SDP intrastate service is offered in conjunction with Sprint Cornerstone SDP interstate and international service.

A. Switched Sprint Cornerstone SDP - Direct Dialed and Toll Free - Per Minute Rates

Plan	Minimum Monthly Commitment	Per Minute Rate
SDP - Plan A	$100.00 - $249.99	$0.0890
SDP - Plan B	$250.00 +	$0.0790

B. Dedicated Sprint Cornerstone SDP - Direct Dialed and Toll Free - Per Minute Rates

Plan	Minimum Monthly Commitment	Per Minute Rate
SDP - Plan A	$1500.00 - $3000	$0.0650
SDP - Plan B	$3001 +	$0.0550

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5.17 Switched Sprint SRC Service - This Service is no longer available to new customers.

Switched Sprint SRC Service is offered to Customers for outbound and inbound (toll-free) calling via switched access lines in those service areas for which Sprint is Lightyear's underlying carrier.

Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer chooses this service. Alternatively, the Customer may project usage where no prior comparable service applies. The Company reserves the right to verify projected usage after three months of billing. If the Customer's usage is greater or less than the original projection, the Customer will be given the option to continue service at the appropriate rate level or to change to a different Lightyear service.

Calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis. A flat monthly recurring charge will apply.

Intrastate Switched Sprint SRC intrastate service is offered in conjunction with interstate and international Switched Sprint SRC service.

A. Switched Sprint SRC - Direct Dialed and Toll Free - Per Minute Rates

Plan	Minimum Monthly Commitment	Per Minute Rate
SRC Plan A	$ 10.00- $999.99	$0.0890
SRC Plan B	$1000.00 +	$0.0790

B. Monthly Recurring Charge: $1.50

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.18 Xpress Service - This Service is no longer available to new customers.

Xpress Rate Plans are offered to Customers for outbound or inbound (toll-free) calling via switched or dedicated lines. Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer chooses this service. Alternatively, the Customer may project usage where no prior comparable service applies. The Company reserves the right to verify projected usage after three months of billing. If the Customer's usage is greater or less than the original projection, the Customer will be given the option to continue service at the appropriate rate level or to change to a different Lightyear service.

Switched access calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Dedicated access calls are billed in six (6) second increments after a minimum call duration of six (6) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Xpress Rate Plan intrastate services are offered in conjunction with Xpress Rate Plan interstate and international services.

A. Switched Xpress Service - Direct Dialed and Toll Free - Per Minute Rates

Plan	Minimum Monthly Commitment	Per Minute Rate
Xpress Plan A	$ 0.00- $499.99	$0.1050
Xpress Plan B	$500.00 +	$0.0890

B. Dedicated Xpress Service - Direct Dialed and Toll Free - Per Minute Rates

Plan	Minimum Monthly Commitment	Per Minute Rate
Xpress Plan A	$ 0.00- $499.99	$0.0650
Xpress Plan B	$500.00 +	$0.0490

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.19 Cornerstone NDP Service - This Service is no longer available to new customers.

Cornerstone NDP Service is offered to Customers for outbound or inbound (toll-free) calling via switched or dedicated access lines. Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer chooses this service. Alternatively, the Customer may project usage where no prior comparable service applies. The Company reserves the right to verify projected usage after three months of billing. If the Customer's usage is greater or less than the original projection, the Customer will be given the option to continue service at the appropriate rate level or to change to a different Lightyear service.

Switched access calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Dedicated access calls are billed in six (6) second increments after a minimum call duration of six (6) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Cornerstone NDP intrastate service is offered in conjunction with Cornerstone NDP interstate and international service.

A. Switched Cornerstone NDP Service - Direct Dialed and Toll Free - Per Minute Rate

Plan	Minimum Monthly Commitment	Per Minute Rate
NDP Plan A	$100.00- $300.00	$0.0990
NDP Plan B	$300.00 - $500.00	$0.0890

B. Dedicated Cornerstone NDP - Direct Dialed and Toll Free - Per Minute Rate

Plan	Minimum Monthly Commitment	Per Minute Rate
NDP Plan A	$1500.00- $3000.00	$0.0650
NDP Plan B	$3000.01 +	$0.0550

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.20 Dedicated WP Service - This Service is no longer available to new customers.

Dedicated WP Service is offered to Customers for outbound or inbound (toll-free) calling via dedicated lines. Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer chooses this service. Alternatively, the Customer may project usage where no prior comparable service applies. The Company reserves the right to verify projected usage after three months of billing. If the Customer's usage is greater or less than the original projection, the Customer will be given the option to continue service at the appropriate rate level or to change to a different Lightyear service.

Calls are billed in six (6) second increments after a minimum call duration of six (6) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Dedicated WP intrastate service is offered in conjunction with Dedicated WP interstate and international service.

A. Dedicated WP Service - Direct Dialed and Toll Free - Per Minute Rates

Plan	Minimum Monthly Commitment	Per Minute Rate
WP Plan A	$10.00- $999.99	$0.0650
WP Plan B	$1000.00 +	$0.0550

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.21 U Rate Service - This Service is no longer available to new customers.

U Rate Service is offered to Customers for outbound or inbound (toll-free) calling via switched or dedicated access lines. U Rate Service is offered under several Plans based on term commitment. Plan U-1 is a basic month-to-month service. Plan U-6 offers a discount off of Plan U-1 rates to Customers that commit to a 6 month service term. Plan U-12 offers discounted rates to Customers who commit to a 12 month service term, etc. If a Customer discontinues service prior to the end of the service agreement term, the Customer is assessed a penalty equal to the difference between the appropriate shorter commitment Plan and the Plan under which the Customer has been billed, times the cumulative billed minutes of use from the time service was initiated to the time service was discontinued.

Switched access calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Dedicated access calls are billed in six (6) second increments after a minimum call duration of six (6) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis. U Rate intrastate service is offered in conjunction with U Rate interstate and international service.

A. Switched U Rate – Direct Dialed and Toll Free - Per Minute Rates

		Per Minute Rate	
Plan	**Minimum Term Commitment**	**Day**	**Non-Day**
Plan U1	Month-to-Month	$0.1550	$0.1350
Plan U12	12-Month Term	$0.1450	$0.1250
Plan U24	24-Month Term	$0.1350	$0.1250
Plan U36	36-Month Term	$0.1150	$0.1050
Plan U42	42-Month Term	$0.0990	$0.0990

B. Dedicated U Rate – Direct Dialed and Toll Free - Per Minute Rate

		Per Minute Rate	
Plan	**Minimum Term Commitment**	**Day**	**Non-Day**
Plan U1	Month-to-Month	$0.1050	$0.1050
Plan U12	12-Month Term	$0.0950	$0.0950
Plan U24	24-Month Term	$0.0850	$0.0850
Plan U36	36-Month Term	$0.0750	$0.0750
Plan U42	42-Month Term	$0.0690	$0.0690

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.22 Dedicated Sprint SP Service - This Service is no longer available to new customers.

Dedicated Sprint SP Service is offered to Customers for outbound or inbound (toll-free) calling via dedicated access lines. Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer chooses this service. Alternatively, the Customer may project usage where no prior comparable service applies. The Company reserves the right to verify projected usage after three months of billing. If the Customer's usage is greater or less than the original projection, the Customer will be given the option to continue service at the appropriate rate level or to change to a different Lightyear service.

Calls are billed in six (6) second increments after a minimum call duration of six (6) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Dedicated Sprint SP intrastate service is offered in conjunction with Dedicated Sprint SP interstate and international service.

A. Dedicated Sprint SP - Direct Dialed and Toll Free - Per Minute Rates

Plan	Minimum Term Commitment	Per Minute Rate
SP Plan A	No Minimum	$0.0650
SP Plan B	$10.00 - $1000.00	$0.0550
SP Plan C	$1000.01 - $2000.00	$0.0650
SP Plan D	$2000.01 +	$0.0550

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.23 Lightyear Switched Prime Program - This Service is no longer available to new customers.

The Lightyear Switched Prime Program is offered to Customers for outbound calling via switched access lines. The Lightyear Switched Prime Program provides a package of interstate, intrastate, and international calling plans, with a number of options available, depending on the Customer's preferences and calling patterns. This Service is available only in areas served by Vartec Communications.

Calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

A. Lightyear Switched Prime - Direct Dialed Service - Per Minute Rates

Plan	Per Minute Rate
Prime99	$0.099
Prime89	$0.089
Prime79	$0.079
Prime69	$0.069
Prime59	$0.059
Prime49	$0.049

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.24 Lightyear Prepaid Calling Card Services - This Service is no longer available to new customers.

Lightyear Prepaid Calling Card Services allows users to place calls from locations other than their normal place of business. The Customer dials a toll-free number, and an automated voice prompt will instruct the user to enter the 14-digit authorization code. At this time, the voice prompt will inform the user of the number of minutes remaining on the card, and request the user to dial the destination number. With two minutes remaining before the card expires, the caller will hear an automated warning announcement. Calls are measured in one (1) minute increments.

Service is paid for in advance of actual usage. Charges for the service are deducted from the available balance on the pre-paid card.

Calls to 500, 700, 800/888, 900 and 976 numbers and calls requiring operator assistance and the quotation of time and charges cannot be completed using the Prepaid Calling Card. Air to ground and high seas service may not be completed. Calls may not be completed using rotary telephone service.

All calls must be charged against a Prepaid Calling Card that has sufficient available balance. A Customer's call will be interrupted with an announcement one minute before the balance is about to be depleted. Calls in progress will be terminated by the Company if the balance on the Prepaid Calling Card is insufficient to continue the call.

The Company does not refund any unused balances in a Prepaid Calling Card Account.

Intrastate service is provided in conjunction with interstate and international service.

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.24 Lightyear Prepaid Calling Card Services, (Cont'd.) - This Service is no longer available to new customers.

A. Promotional Prepaid Calling Cards

Promotional Prepaid Calling Cards are offered to organizations or commercial entities ("Sponsor") for distribution to their members, patrons or customers. The marketing vehicle and expiration period is selected by the Sponsor upon joint agreement between the Company and the Sponsor. The Sponsor is responsible for obtaining all necessary permissions for the use of any trade mark, trade name, service mark or other image on the card. The Sponsor must distribute the Prepaid Calling Cards free of charge to end users. At the option of the Sponsor, these cards may not be replenishable. The Company reserves the right to approve or reject any image and to specify the customer information language and use of the Carrier's trade mark, trade name, service mark or other image on the card.

Cards may be purchased in various denominations of dollars or minutes. Promotional Prepaid Calling Cards are non-refundable and non-rechargeable. All cards will expire twelve months following first use or the expiration date on the card (normally three years), whichever comes first.

Promotional Prepaid Calling Card service may be discontinued or refused without notice when the established expiration date on the Prepaid Calling Card is reached.

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.24 Lightyear Prepaid Calling Card Services, (Cont'd.) - This Service is no longer available to new customers.

B. Retail Prepaid Calling Cards

Retail Prepaid Calling Cards are offered in bulk purchases to the Company's agents for purposes of resale to end users. A minimum of 1000 cards is required per order. Cards are available in 10, 20, 30, and 40 minute increments.

Retail Prepaid Calling Cards are renewable. End users may renew the cards at point of purchase or via the telephone through the use of a verifiable commercial credit card.

All cards will expire twelve months following first use or the expiration date on the card (normally three years), whichever comes first.

Prepaid Calling Card service may also be discontinued or refused without notice under the following conditions:

1. For non-payment of any amount past due to the Company by the Customer, including non-payment of a Prepaid Calling Account Renewal of a fully-depleted balance.

2. When the Available Usage Balance of a non-renewable account is Depleted to a level insufficient to place a one-minute call to the location of least cost.

3. When the established expiration date of the Prepaid Calling Account is reached.

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.24 Lightyear Prepaid Calling Card Services, (Cont'd.) - This Service is no longer available to new customers.

C. Lightyear Prepaid Calling Card Service

Lightyear Prepaid Calling Card Service rates are not distance or time of day sensitive in nature. Holiday discounts do not apply.

Network usage for Prepaid Calling Card Calls is deducted from the Available Usage Balance on the Customer's card in full minute increments. For debiting purposes, the minimum call usage is one (1) minute.

Promotional Prepaid Calling Cards - Sponsor rate	
Pre-printed cards	$0.10 per minute
Customized cards	$0.15 per minute
Retail Prepaid Calling Cards - Retail rate	$0.50 per minute

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.25 Dedicated Elite Program - This Service is no longer available to new customers. (M)

The Dedicated Elite Program is offered to off-net Customers for outbound and inbound (toll-free) calling via dedicated access lines. To be eligible for this program, a Lightyear long distance customer must be a local customer of either Lightyear or Ameritech.

Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer chooses this service. Alternatively, the Customer may project usage where no prior comparable service applies. The Company reserves the right to verify projected usage after three months of billing. If the Customer's usage is greater or less than the original projection, the Customer will be given the option to continue service at the appropriate rate level or to change to a different Lightyear service.

Dedicated access calls are billed in six (6) second increments after a minimum call duration of six (6) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Dedicated Elite intrastate service is offered in conjunction with Elite interstate and international service.

A. Dedicated Elite - Direct Dialed and Toll Free Elite - Per Minute Rates

Plan	Minimum Monthly Commitment	Per Minute Rate
Elite Plan A	$1000.00 - $1999.99	$0.0650
Elite Plan B	$2000.00 +	$0.0550

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.26 Dedicated Saver Program - This Service is no longer available to new customers. (M)

The Dedicated Saver Program is offered to qualified current Lightyear Customers for outbound or inbound (toll-free) calling via dedicated access lines. Only current Lightyear long distance customers who have less than six (6) months remaining on their current term plan, if applicable, and who are considered in good standing, are eligible for this program. For purposes of the Saver Program, customers in good standing are defined as those who have paid their bills no later than fifteen (15) days past the date due for three consecutive months. Saver Program customers who lose good standing status must move either to their previous plan or to another plan of their choosing and for which they qualify. For purposes of this Program, a customer will be considered to have lost good standing status if more than one bill within a three (3) month period is not paid by fifteen (15) days past the date due.

The minimum term of service for dedicated Saver Program customers is eighteen (18) months. Saver Program customers must have at least six (6) months' service under their current plan before becoming eligible for a lower rate under the Saver Program. Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer qualifies for this service. The Company reserves the right to verify projected usage after three months of billing. If the Customer's usage is greater or less than the original projection, the Customer will be given the option to continue service at the appropriate rate level or to change to a different Lightyear service.

Dedicated access calls are billed in six (6) second increments after a minimum call duration of six (6) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

The Dedicated Saver Program intrastate service is offered in conjunction with Saver Program interstate and international service.

A. Dedicated Saver Program - Direct Dialed & Toll Free - Per Minute Rates

Plan	Minimum Monthly Commitment	Per Minute Rate
Saver - Plan A	$ 0.00- $1999.99	$0.0650
Saver - Plan B	$2000.00 +	$0.0550

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SECTION 6 - PROMOTIONAL OFFERINGS

6.1 Promotional Offerings - General

From time to time, the Company may provide promotional offerings to introduce a current or potential Customer to a service not being used by the Customer. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or nonrecurring charges. All promotional offerings will be filed with the Commission.

6.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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