This tariff, Kentucky Tariff No. 2 filed by Lightyear Network Solutions, LLC, cancels and replaces, in its entirety, the current tariff on file with the Commission, Kentucky Tariff No. 6, issued by Lightyear Communications, Inc.

RULES, REGULATIONS, AND
SCHEDULE OF RATES AND CHARGES
APPLICABLE TO END USER

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

FURNISHED BY

LIGHTYEAR NETWORK SOLUTIONS, LLC

WITHIN THE STATE OF KENTUCKY

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 0 5 2004

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
BY Thomas M. Dorman
EXECUTIVE DIRECTOR

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

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CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

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By _____
Executive Director

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

EXPLANATION OF SYMBOLS

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

(C) To signify changed regulation.

(D) To signify discontinued rate or regulation.

(I) To signify increased rate.

(M) To signify a move in the location of text.

(N) To signify new rate or regulation.

(R) To signify reduced rate.

(S) To signify reissued matter.

(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 Department follows in their tariff approval process, the most current page number on file with the Department 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.
2.1.1.A.
2.1.1.A.1
2.1.1.A.1.(a)
2.1.1.A.1.(a).1
2.1.1.A.1.(a).1.(i)
2.1.1.A.1.(a).1.(i)(1)

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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PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
BY
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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the local exchange, exchange access, and intrastate toll communications services within the state of Kentucky.

PUBLIC SERVICE COMMISSION
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MAR 0 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

SECTION 1 - DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

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

(D)
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(D)

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.

(D)
|
(D)

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 or Subscriber - The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

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SECTION 1 - DEFINITIONS, (CONT'D.)

(D)

(D)

End Office - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Bellcore.

(D)

(D)

IXC or Interexchange Carrier - A long distance telecommunications services provider.

Interruption - The inability to complete calls due to equipment malfunctions or human errors.

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SECTION 1 - DEFINITIONS, (CONT'D.)

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

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

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

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

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

Nonrecurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

NPA - Numbering plan area or area code.

PBX - Private Branch Exchange

(D)
|
(D)

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

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KYL0501

SECTION 1 - DEFINITIONS, (CONT'D.)

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

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

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

(D)

Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

(D)

(D)

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.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Kentucky, and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

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

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

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SECTION 9 (1)
BY Thomas M. Dorman
EXECUTIVE DIRECTOR

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

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

A. Service is provided on the basis of a minimum period of at least thirty days, 24-hours per day. **(D)**
(D)

B. Customers may be required to enter into written or verbal service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

C. Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

D. This tariff shall be interpreted and governed by the laws of the State of Kentucky without regard for its choice of laws provision.

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

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (cont'd.)

E. Other carriers may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

F. To the extent that either the Company or any other carrier exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other carrier shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.

G. The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

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

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company

A. The provisions of this section of this rule 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 Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the 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. **(T)**

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

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (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 will 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.

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

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (cont'd.)

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

1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) 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;

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;

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

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (cont'd.)

H. (cont'd)

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;

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;

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

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

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (cont'd.)

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.

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-preemptibility as may be provided by the other entities.

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

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (cont'd.)

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

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (cont'd.)

N. Directory Errors

1. The Company shall allow for errors or omissions in alphabetical telephone directories (excluding the use of bold-face type) an amount within the following limits:

   (a) For listings in alphabetical telephone directories furnished without additional charge, no amount shall be allowed.

   (b) For listings and lines of information in alphabetical telephone directories furnished at additional charge set forth in the Rate Schedules of this tariff, an amount not in excess of the charge for that listing or line of information during the effective life of the directory in which the error or omission occurred.

   (c) For listings in information records furnished without additional charge, no amount shall be allowed.

   (d) For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.

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

2.1 Undertaking of the Company, (Cont'd.)

2.1.5 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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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.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 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.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.7 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.

2.1.8 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.

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

2.1 Undertaking of the Company, (Cont'd.)

2.1.9 Ownership of Facilities

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

2.2 Prohibited Uses

2.2.1 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. **(D)** | | **(D)**

2.2.2 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. **(T)**

2.2.3 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. **(T)**

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

2.3 Obligations of the Customer

2.3.1 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; 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. **(T)** **(T)**

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.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 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.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 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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1901 Eastpoint Parkway
Louisville, Kentucky 40223

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

2.3 *Obligations of the Customer, (Cont'd.)*

2.3.1 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 hold 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. **(T)** **(D)** | **(D)**

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

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 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.)

2.4 Customer Equipment and Channels

2.4.1 General

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

A. Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.

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

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

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Inspections

A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

C. If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated nonrecurring charges and recurring charges for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's next bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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

2.5 Customer Deposits and Advance Payments (Cont'd.)

2.5.2 Deposits

A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Kentucky Public Service Commission Rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two-twelfths of the estimated charge for service for the ensuing twelve months. A deposit may be required in addition to an advance payment.

B. Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.

C. Deposits will accrue interest annually in accordance with Kentucky Public Service Commission Rules. Upon request of the Customer, accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date.

D. The Company will annually and automatically refund the deposits of Customers who have paid bills for eighteen consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

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

2.6 Payment Arrangements

2.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A. The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Kentucky gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

B. Certain telecommunications services, as defined in the Kentucky Revised Statutes, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Kentucky, or both, and are charged to a subscriber's telephone number or account in Kentucky.

C. Kentucky Universal Service Fund (KUSF)

In order to support funding of LifeLine service to low-income consumers, the Company will collect a monthly Kentucky LifeLine Support charge from its Customers for each local line provided by the Company. Beginning July 1, 2004, the charge per line will be applied at the rate of $0.08 per month.

D. Kentucky TRS/TAP Surcharge **(T)**

In order to support funding of theTelecommunications Relay Services (TRS) and the **(T)**
Telecommunications Access Program (TAP), the Company will collect a monthly **(T)**
TRS/TAP surcharge from its Customers for each local line provided by the Company. The current charge is $0.09 per access line. **(R)**

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

2.6 Payment Arrangements, (Cont'd.)

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

A. Nonrecurring charges are due and payable upon receipt of the Company's invoice by the Customer.

B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable upon receipt. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.

C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis, based on the actual number of days in the month. **(T)** **(T)**

D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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

2.6 Payment Arrangements, (Cont'd.)

2.6.2 Billing and Collection of Charges, (cont'd.)

E. If any portion of the payment is not received by the Company within twenty (20) days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges will be applied without discrimination. **(C)**

F. The Customer should notify the Company of any disputed items on an invoice within twenty (20) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Kentucky Public Service Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows: **(C)**

Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, KY 40602-0615

G. If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to all applicable installation charges. **(T)**

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

2.6 Payment Arrangements, (Cont'd.)

2.6.3 Discontinuance of Service for Cause

The Company may discontinue service for the following reasons provided in this Section 2.6.3. Customers will be provided at least five (5) days' written notice prior to discontinuance unless otherwise indicated. **(T)**

Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

A. Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 20 days from the date of the bill and only following proper written notification. Service will not be discontinued for non-payment of disputed amounts as long as undisputed amounts and subsequent bills are paid in a timely fashion.

B. Upon ten (10) days' written notice for violation of any of the other material terms or conditions for furnishing service the Company may discontinue or suspend service without incurring any liability if such violation continues during that period.

C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

E. Upon ten (10) days' written notice for any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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

2.6 Payment Arrangements, (Cont'd.)

2.6.3 Discontinuance of Service for Cause

F. Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

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

H. Without notice in the event of tampering with the equipment or services furnished by the Company.

I. The Customer is responsible for providing adequate access lines to enable the Company to terminate all toll-free (i.e., 800/888) service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service, with thirty (30) days' written notice.

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EXECUTIVE DIRECTOR

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

2.6 Payment Arrangements, (Cont'd.)

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company notice of desire to terminate service.

2.6.5 Cancellation of Application for Service

A. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun. **(T)**

C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

D. The special charges described in 2.6.5(B) and 2.6.5(C) will be calculated and applied on a case-by-case basis. **(T)**

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2.6 Payment Arrangements (Cont'd.)

2.6.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6.7 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.

2.6.8 Bill Format

All bills for services, whether billed directly by the Company or by an authorized agent (e.g., credit card, the local exchange company, etc.) will contain a list of all charges and the Company's toll-free customer service number. (Local Customers - Toll-Free Number: 877-295-4200; Toll Customers - Toll-Free Number: 800-393-7300) Non-regulated charges, if applicable, will be clearly designated with a notice that non-payment of non-regulated charges will not result in disconnection of regulated services.

2.7 Allowances for Interruptions in Service

2.7.1 General

A. A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.

B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

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2.7 Allowances for Interruptions in Service, (Cont'd.)

2.7.1 General (cont'd.)

C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

A. Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;

B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;

C. Due to circumstances or causes beyond the reasonable control of the Company;

D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

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2.7 Allowances for Interruptions in Service, (Cont'd.)

2.7.2 Limitations of Allowances

E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer may obtain a service credit as specified in Section 2.7.4 following, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;

F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

H. That was not reported to the Company within thirty (30) days of the date that service was affected.

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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2.7 Allowances for Interruption in Service, (Cont'd.)

2.7.4 Application of Credits for Interruptions in Service

A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

B. Credit allowances are calculated based on the actual number of days in the month. Credit allowances will be applied on a subsequent bill for service. **(T)**

C. A credit allowance will be given for interruptions of more than twenty-four (24) hours. **(T)** **(D)** | **(D)**

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2.7 Allowances for Interruption in Service, (Cont'd.)

2.7.4 Application of Credits for Interruptions in Service, (cont'd.)

(D)

(D)

D. Interruptions Over 24 Hours (T)

Interruptions over 24 consecutive hours will be credited upon request by the customer, and will be calculated as the pro rata part of that month's charges for the period of days during which the service was interrupted. (T) (T)

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2.7 Allowances for Interruption in Service, (Cont'd.)

2.7.5 Limitations on Allowances

No credit allowance will be made for:

A. interruptions due to the negligence of or noncompliance with the provisions of this tariff by the Customer or authorized user; **(T)**

B. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;

C. interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;

D. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

E. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

F. interruption of service due to circumstances or causes beyond the reasonable control of Company; and

G. that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

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2.8 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable as set forth in Section 2.6.2.

2.8.1 Termination Liability

Customer's termination liability for cancellation of service prior to expiration of the term contract shall be equal to:

A. all unpaid nonrecurring charges reasonably expended by Company to establish service to Customer, plus;

B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;

C. the per month average of the monthly billing (excluding taxes and fees) over the term of the contract from date of commencement to the date of termination, times the number of months remaining in the contract.

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2.9 Customer Liability for Unauthorized Use of the Network

2.9.1. 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.

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

2.9.1. Unauthorized Use of the Network, (cont'd.)

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 shall 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.

2.9.2 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.

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

2.9.2 Liability for Unauthorized Use, (cont'd)

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 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.

2.9.3 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 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.

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

2.9.4 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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2.10 Use of Customer's Service by Others

2.10.1 Resale and Sharing

Services provided in this tariff may not be resold or shared without the express written consent of the Company. (D,C) (D,C) (D) | | | | | | (D)

2.10.2 Joint Use Arrangements

Joint use arrangements will be permitted for services provided under this tariff subject to approval, in writing, of the Company. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it. (C) (C)

2.11 Transfers and Assignments

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

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

2.12 Notices and Communications

2.12.1 The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.12.2 The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.12.3 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.12.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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

SECTION 3 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) BellSouth Telecommunications, Inc.

3.2 Rate Groups

Charges for local services provided by the Company may be based, in part, on the Rate Group associated with the Customers End Office. The Rate Group is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office.

In the event that an Incumbent LEC or the Kentucky Public Service Commission reclassifies an exchange or End Office from one Rate Group to another, the reclassification will also apply to Lightyear Customers who purchase applicable services under this tariff. Local calling areas and Rate **(T)**
Group assignments are equivalent to those areas and groups specified in BellSouth Telecommunications, Inc. Kentucky General Subscriber Service Tariff ("GSST"). Not all services are **(T)**
based on rates associated with Rate Groups. **(T)**

BellSouth Rate Group Equivalents

Rate Group	Exchange Access Lines and PBX Trunks In Local Calling Area - Upper Limit
1	0 to 13,800
2	13,801 to 25,100
3	25,101 to 45,500
4	45,501 to 200,800
5	200,801 +

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SECTION 4 - SERVICE CHARGES AND SURCHARGES

4.1 Service Order and Change Charges

Non-recurring charges apply to processing Service Orders for new service and for changes in existing services:

The Line Connection Charge applies for the establishment of an exchange access line or trunk, central office work, exchange access line work and establishment of the Network Interface Device (NID).

Additional Line installation charges apply only when more than one line is installed at the same time and at the same Customer Premises at the rates shown below.

The Service Order Charge applies per service order for the receiving, recording, and processing of an initial order for new service. (N)

Service Transfer charges apply when a new customer moves existing service from another carrier to the Company (N)

The Account Change Charge applies per line to miscellaneous customer requested changes to existing service (e.g., change in number).

Except where noted otherwise, these charges apply in addition to Service Installation or Service Initiation charges for specific services.

4.1.1 In BellSouth Service Areas

	Business	Residential	
Line Connection Charge			(N)
First Line	$49.99 (R)	$99.99	
Each Additional Line	$49.99 (I)	$99.99	
Service Order Charge, per order	$5.00	--	
Service Transfer from a different Carrier, per line	--	--	(N)
Account Change Charge, per order	$ 5.00 (R)	$ 5.00	(T,N)

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.2 Maintenance Visit Charges

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

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The Maintenance Visit Charges is applied when Company personnel are dispatched to the Customer Premises. **(T)** **(T)**

Per Premises Visit	$99.99	**(D)** **(C)**

4.3 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	Business	Residential	
Per occasion	$25.00 **(I)**	$25.00	**(N)** **(N)**

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS

5.1 General

5.1.1 Lightyear Local Services

The following Lightyear Local Services are available to Customers as specified in the individual service descriptions: (T) (T)

LightyearHOME℠ Service (N)
Lightyear BizValue℠ |
Lightyear BizUnlimited℠ (N)
(D)
|
(D)

Optional Calling Features
Listing Services (including Non Published and Non-Listed Services)
Directory Assistance
Operator Services
Long Distance Services (D,T)
Integrated Services Digital Network (ISDN) Services

5.1.2 Application of Rates and Charges

All services offered in this tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Nonrecurring and Monthly Recurring Charges. (D)
|
(D)

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.1 General, (Cont'd.)

5.1.3 Emergency Services Calling Plan

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

A. Governmental fire fighting, Kentucky State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.

B. An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

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5.2 Reserved for Future Use **(D)**

(D)

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5.3 Reserved For Future Use

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5.4 LightyearHOME[SM] Service (T)

LightyearHOME[SM] provides the residential Customer with a single, analog, voice-grade telephonic communications access line which can be used to place or receive one call at a time. Access lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. This service is available to Lightyear local exchange Customers who select Lightyear as their presubscribed long distance carrier. (T) (T) (T)

With LightyearHOME[SM], Customers may receive special rates for local service and calling features. Depending upon the plan chosen, long distance service may be included in the monthly rate for service. Other long distance service options are available in Lightyear's interexchange tariff on file with the Commission. (T) (T)

LightyearHOME[SM] access lines are provided on a single party (individual) basis only. No multi-party lines are provided. Service is provided where facilities are available. Service may not be available in all areas. (T)

The Company reserves the right to cancel or suspend service, upon due notice, for reasons as set forth in this section and in Section 2 of this tariff and in the Customer's letter of authorization for service. (N) (N)

Recurring charges for LightyearHOME[SM] are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company. (T)

Cancellation provisions and termination liability conditions as described in Section 2 of this tariff apply. LightyearHOME[SM] is not available for resale. (T)

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.5 LightyearBiz℠ Services (N)

LightyearBiz℠ is a family of Lightyear services designed to meet the needs of small to medium sized business Customers. Services in the LightyearBiz family include local exchange, long distance, calling features, data, integrated packages and enhanced services. Some services provided are not regulated by this Commission. Services are provided in various packages designed to meet different Customers' needs. LightyearBiz Services are not available for resale.

5.5.1 Lightyear BizValue℠ and BizUnlimited℠

The Lightyear BizValue℠ and LightyearUnlimited℠ service packages provide the business Customer with special rates for local service and calling features. A single, analog, voice-grade telephonic communications channel is provided which can be used to place or receive one call at a time. Access lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. Service is provided on a single party (individual) basis only. No multi-party lines are provided. Service may not be available in all areas.

Depending upon the plan chosen, long distance service may be included in the monthly rate for service. Other long distance service options are available in Lightyear's interexchange tariff on file with the Commission.

Recurring charges are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company

Service is currently available with a one-year term commitment only. Lightyear provides a satisfaction guarantee. Under the terms of the satisfaction guarantee, a Customer may cancel the contract for any reason during the first ninety (90) days following the contract date, with no cancellation fee. In the event the Customer cancels or terminates the contract after the first ninety (90) days following the contract date and prior to the expiration date, a cancellation fee of $150 per line will be assessed to the Customer.

Cancellation provisions and termination liability conditions as described in Section 2 of this tariff apply when service is provided pursuant to a term contract. (N)

(M)

(M) - Material previously found on this page can now be found on Original Page 10. (M)

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.5 LightyearBiz℠ Services, (Cont'd.) (N)

5.5.1 Lightyear BizValue℠ and BizUnlimited℠, (Cont'd.)

BizValue and BizUnlimited are designed to be used for voice applications only. The Company reserves the right to cancel or suspend service, upon due notice, for reasons as set forth in this section and in Section 2 of this tariff and in the Customer's contract for service. The Company also reserves the right to move the Customer to another eligible rate plan if usage or other criteria are not met for the plan to which the Customer has subscribed or is presently enrolled. (N)

5.6 Lightyear's Business Line Service - This Service is no longer available to new customers. (M)

See Section 14.1 of this tariff. (M)

(M) - Some material found on this page was originally located on Original Page 63 and can now be found on Original Page 119.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.6 **Lightyear's Business Line Service** - This Service is no longer available to new customers. **(M)**

See Section 14.1 of this tariff.

(M)

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.7 PBX Trunk Service - This Service is no longer available to new customers. **(M)**

See Section 14.2 of this tariff.

5.8 Direct Inward Dialing (DID) Service - This Service is no longer available to new customers.

See Section 14.3 of this tariff. **(M)**

(M) - Material previously found on this page can now be found on Original Pages 123 and 124.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.9 Optional Calling Feature

The features listed in this section are offered by the Company to Customers where facilities are available. (T)

5.9.1 Feature Descriptions

Anonymous Call Rejection: Permits the end -user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand-alone feature or as an add-on to Caller ID Deluxe. (D,T,N)

Call Block: Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.

Call Forwarding Busy: Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.

Call Forwarding No Answer - Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.

Call Forwarding Variable - Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.

Call Return: allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances. (D,T,N)

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5.9 Optional Calling Features, (Cont'd.)

5.9.1 Feature Descriptions, (Cont'd.)

Call Selector: Allows a Customer to assign a maximum of 15 telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list. (D,T,N)

Call Trace: Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified

Call Waiting Deluxe: Allows the end-user to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:

Answer the waiting call and placing the first party on hold;
Answer the waiting call and disconnecting from the first party;
Direct the waiting caller to hold via a recording
Forward the waiting caller to another location (e.g., voice mailbox or telephone answering service)

Full utilization of Call Waiting Deluxe requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. The end - user must have Caller ID Basic or Deluxe for display of calling party identification information for waiting calls. The end-user must have a Call Forwarding Don't Answer feature active in order to forward a waiting call to another location. (D,T,N)

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5.9 Optional Calling Features, (Cont'd.)

5.9.1 Feature Descriptions, (Cont'd.)

Caller ID Deluxe: Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data. **(D,T,N)**

Caller ID Deluxe also includes Anonymous Call Rejection (ACR) where facilities are available. ACR can be activated and deactivated at the customer's discretion through the use of a preassigned feature access.

Calling Number Delivery Block: Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call.

Distinctive Ring: This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ring - First Number and Distinctive Ring - Second Number). The designated primary number will receive a normal ringing pattern, other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy. **(D,T,N)**

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5.9 Optional Calling Features, (Cont'd.)

5.9.1 Feature Descriptions, (Cont'd.)

Preferred Call Forwarding: Permits the end-user to automatically forward to another number calls received from up to six end-user pre-selected telephone numbers programmed into the features screening list. The end-user controls when the feature is active, the forward-to number and can add or remove calling numbers from the feature's screening list. **(D,T,N)**

Privacy ID (Director) - Includes the Caller Identification -Name and Number functionality and, in addition, provides the customer with the ability to screen private and unidentified calls that are placed to their number. Callers placing a call from a private or blocked telephone number to a Privacy ID Customer will hear a series of prompts asking them to unblock their line or record their name for delivery to the called party. Callers placing a call from an unidentified number will be asked to record their name for identification purposes and to hold the line. When the calling party records their name, the service will call the Privacy ID Customer and the Caller ID unit will display Privacy ID which identifies that the call if from the Privacy ID service. The Customer will also hear a distinctive ring unless they subscribe to Customer Ringing. If the Customer answers the call from the Privacy ID service, they will hear the recorded name and may then chose between three options for handling the incoming call. They may accept the original call, they may choose not to accept the original call or if the subscribe to Voice Messaging, they can direct the original call to their mailbox. **(D,T,N)**

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.9 Optional Calling Features, (Cont'd.)

5.9.1 Feature Descriptions, (Cont'd.)

Repeat Dialing: Permits the end-user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing: **(D,T,N)**

Calls to 800 Service numbers
Calls to 900 Service numbers
Calls preceded by an interexchange carrier access code
International Direct Distance Dialed calls
Calls to Directory Assistance
Calls to 911

Speed Calling: Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed calling list without assistance from the Company.

Talking Call Waiting - An enhancement to Call Waiting – Basic that provides an audible announcement of the incoming caller's name following the regular call waiting tone.

Three Way Calling: Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming. **(D,T,N)**

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5.10 Listing Services

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge. See Section 7.1 of this tariff.

5.10.1 Nonpublished Service

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records. See Section 7.2 of this tariff.

5.10.2 Nonlisted Service

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau. See Section 7.3 of this tariff.

5.11 Directory Assistance

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance. See Section 7.4 of this tariff.

5.12 Operator Services

Provides for live or automated operator treatment when a Customer dials "0". Operator Services can be used to assist the Customer in routing or billing for a call. Billing options include, but are not limited to, bill to originating telephone number, calling card, collect or to a third party. See Section 8 of this tariff.

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5.13 IntraLATA Long Distance Services

Customers may subscribe to intraLATA and interLATA long distance services offered by the Company. Such services are described in the Company's Kentucky Tariff No. 1. Customers have the option of selecting another carrier as their primary intraLATA and/or interLATA long distance carrier. Some local services packages require presubscription to Lightyear's long distance service. (T) | | (T)

5.14 Miscellaneous Services

5.14.1 Presubscription Services

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

5.15 Advanced Telecommunications/Data Services

5.15.1 Integrated Services Digital Network (ISDN) Service

Integrated Services Digital Network (ISDN) is a set of transmission protocols that provides end-to-end digital connectivity and integration of voice, data and video, on a single Customer loop to support a wide variety of services via the public switched network. The Primary Rate Interface (PRI) consists of a 23B+D configuration with 23 64Kbps Bearer (B) digital channels and 1 64Kbps Data (D) digital channel. The B channels are designed for voice, data, image and sound transmissions. B channels can support synchronous, asynchronous or isochronous services at rates up to 64Kbps. B channels can be aggregated for higher bandwidth applications. The D channel PRI provides the out of band signaling, call control and messaging.

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SECTION 6 - LOCAL SERVICES PRICE LIST

6.1 General

Local Services are provided through the use of resold and facilities-based switching and transport facilities. The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers through resale of BellSouth local exchange services or through the Company's own facilities.

All rates set forth in this section are subject to change and may changed by the Company pursuant to notice requirements established by the Kentucky Public Service Commission.

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6.2 LightyearHOME℠ Service (T)

6.2.1 Lightyear Opportunity Plan

With the Opportunity Plan, the residential Customer receives unlimited local calling, long distance calling, and certain monthly recurring features on the first line ordered. Features are not included with the rate for each additional line, but may be ordered separately. IntraLATA and InterLATA presubscription to Lightyear's long distance is required. The Company reserves the right to cancel or suspend service, or to move the customer to another eligible rate plan if toll usage exceeds 3000 minutes in a single billing period, or if other criteria are not met for the plan to which the Customer has subscribed or is presently enrolled. (T) (T) (T) (N)

The following features are included in the rate for the first line: Call Forwarding Variable, Call Return, Call Waiting Deluxe, Deluxe Caller ID, Repeat Dial, and Three Way Calling. Additional features may be ordered separately at the Customer's option. (N)

A. Opportunity Rates and Charges (C)

	Zone 1	Zone 2	Zone 3
Monthly Rate, First Line	$49.99	$49.99	$64.99
Each Additional Line:	$24.99	$24.99	$44.99

(C)

6.2.2 Lightyear Starter Plan

With the Starter Plan, the Customer receives unlimited local calling and certain monthly recurring features for a single monthly charge. Starter Plan local customers receive Starter Long Distance Service at special rates as set forth in the Company's long distance tariff on file with the Commission. IntraLATA and InterLATA presubscription to Lightyear's long distance service is required. Features are not included in the rate for each additional line, but may be ordered separately. The Company reserves the right to cancel or suspend service, or to move the customer to another eligible rate plan in accordance with the terms and conditions of this tariff and the Customer's contract for service. If it is determined that usage is not consistent with typical voice applications, the Company may suspend, restrict or cancel service in accordance with the terms and conditions of this tariff and the Customer's contract for service. (T) (N)

The following features are included in the rate for the first line: Call Forwarding Variable, Call Return, Call Waiting Deluxe, Deluxe Caller ID, Repeat Dial, and Three Way Calling. Additional features may be ordered separately at the Customer's option. (N)

A. Starter Plan Rates and Charges (C)

	Zone 1	Zone 2	Zone 3
Monthly Rate, First Line	$29.99	$29.99	$37.95
Each Additional Line:	$24.99	$24.99	$44.99

(C)

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6.3 **Business Line Service** - This Service is no longer available to new customers. (M)

See Section 14.1 of this tariff. (M)

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SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

6.3 Business Line Service, (Cont'd.) - This Service is no longer available to new customers. **(M)**

See Section 14.1 of this tariff.

(M)

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6.3 Business Line Service, (Cont'd.) - This Service is no longer available to new customers. **(M)**

See Section 14.1 of this tariff.

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(D)

(T)

6.4 Nonrecurring Charges

Nonrecurring charges apply to each line installed for the Customer. The applicable nonrecurring charges to install service are shown in Section 4.1 of this tariff. All such charges will appear on the next bill following installation of the service.

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6.5 PBX Trunk Service. - This Service is no longer available to new customers (T) (M)

See Section 14.2 of this tariff.

(M)

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6.6 Direct Inward Dialing (DID) Service - This Service is no longer available to new customers (T) (M)

See Section 14.3 of this tariff.

(M)

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6.7 Optional Calling Features (T)

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

For features that are ordered with initial service, no non-recurring charges apply. For features ordered after service is initiated, an account change charge will apply as shown in Section 4 of this Tariff.

6.7.1 Features Offered on a Usage Sensitive Basis (T)

The following features are available to all local exchange Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge. (T)

A. BellSouth Service Areas (T)

(C,R)

Optional Calling Features	Per Use	
	Month-to-Month	One Year Term
Call Return	--	--
Busy Line Transfer	--	--
Customer Control - Busy Line Transfer	--	--
Repeat Dialing	--	--
Call Trace	--	--
Three-Way Calling	--	--
Calling Number Delivery Blocking, Per Call	No Charge	No Charge

(C,R)

Denial of per call activation for Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge. (T)

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6.7 Optional Calling Features Service, (Cont'd.) **(T)**

6.7.2 Features Offered on Monthly Basis - This Service is no longer available to new customers **(T)**

See Section 14.4 of this tariff. **(M)**

(M)

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6.7 Optional Calling Features Service, (Cont'd.) **(T)**

6.7.2 Features Offered on Monthly Basis, (Cont'd.) - This Service is no longer available to new customers **(T)**

(M)

See Section 14.4 of this tariff.

(M)

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6.7 Optional Calling Features Service, (Cont'd.) (T)

6.7.2 Features Offered on Monthly Basis, (Cont'd.) - This Service is no longer available to new customers (T)

(M)

See Section 14.4 of this tariff.

(M)

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6.7 Optional Calling Features Service, (Cont'd.) (T)

6.7.3 LightyearHOME℠ and Lightyear Biz℠ Optional Calling Features (N)

A. Features Offered on Monthly Basis - Bellsouth Service Areas

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature. Features are available where facilities permit.

The rates and charges below are provided on a month-to-month basis

Optional Calling Feature	Lightyear Biz	LightyearHOME
Anonymous Call Rejection	$0.00	N/A*
Call Block	$0.00	$4.00
Call Forward Busy	$0.00	$1.00
Call Forward No Answer	$0.00	$1.00
Call Forwarding Variable	$0.00	$4.00
Call Return	$0.00	$4.00
Call Selector	$0.00	$4.00
Call Trace	$0.00	$4.00
Call Waiting Deluxe	$0.00	$4.00
Caller ID Deluxe	$0.00	$7.95
Calling Number Delivery Block	$0.00	$0.00
Distinctive Ring	$0.00	2.95
Hunting	$0.00	N/A
Preferred Call Forwarding	N/A	$4.00
Privacy ID (Director)	N/A	$5.95
Repeat Dialing	$0.00	$4.00
Speed Calling (8 Codes)	$0.00	$3.00
Speed Calling (30 Codes)	$0.00	$4.00
Talking Call Waiting	N/A	N/A
Three Way Calling	$0.00	$4.00

(N)

*Included with Caller ID Deluxe

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(N)

6.8 Lightyear BizValue SM

With BizValue SM, the business Customer receives unlimited local calling and certain monthly recurring features as specified below for a single monthly charge. Additional features may be ordered separately.

The following features are included in the package rate for each line: Hunting, Caller ID Deluxe, Call Waiting Deluxe, Call Forwarding Variable, and Speed Dial 8. Additional features may be ordered separately at the Customer's option.

BizValue is not available on Digital Subscriber Lines (DSLs).

The Company reserves the right to cancel or suspend service, or to move the customer to another eligible rate plan in accordance with the terms and conditions of this tariff and the Customer's contract for service. If it is determined that usage is not consistent with typical voice applications, the Company may suspend, restrict or cancel service in accordance with the terms and conditions of this tariff and the Customer's contract for service.

6.8.1 BizValue SM Rates and Charges

The following monthly charges apply to BizValue lines. Rates and charges include Touchtone Service for each line.

Monthly Rate - One Year Term

BellSouth Service Areas

	Zone 1	Zone 2	Zone 3
Per Line	$27.00	$32.00	$50.00

(N)

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6.9 Lightyear BizUnlimited SM (N)

With BizUnlimited SM, the business Customer receives local and domestic long distance calling and certain monthly recurring features as specified below for a single monthly charge. Additional features may be ordered separately. IntraLATA and InterLATA presubscription to Lightyear's long distance service are required.

The following features are included in the package rate for each line: Hunting, Caller ID Deluxe, Call Waiting Deluxe, Call Forwarding Variable, and Speed Dial 8. Additional features may be ordered separately at the Customer's option.

BizUnlimited is not available on Digital Subscriber Lines (DSLs).

The Company reserves the right to cancel or suspend service, or to move the customer to another eligible rate plan if toll usage exceeds 3000 minutes in a single billing period, or other criteria are not met for the plan to which the Customer has subscribed or is presently enrolled. The cancellation fee described in Section 5.5 preceding, will not apply.

6.9.1. BizUnlimited SM Rates and Charges

The following charges apply to BizUnlimited lines. Rates and charges include Touchtone Service for each line.

Monthly Rate - One Year Term

	Zone 1	Zone 2	Zone 3
Per Line	$54.99	$54.99	$79.99

(N)

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SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES

7.1 Directory Listings

7.1.1 General

The following rules apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Only information necessary to identify the Customer is included in these listings. The Company use abbreviations in listings. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service will not be accepted as a listing unless the subscriber is legally doing business under that name. (T) (T)

(D) (D)

A listing is limited to one line in the directory, except where in the judgement of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge. (N)

Listing services are available with all classes of main telephone exchange service. (N)

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SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES

7.1 Directory Listings, (Cont'd.)

(D)

(D)

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SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES

7.1 Directory Listings, (Cont'd.)

(D)

(D)

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7.1 Directory Listings, (Cont'd.)

(D)

(D)

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7.1 Directory Listings, (Cont'd.)

(D)

(D)

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SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES

7.1 Directory Listings, (Cont'd.)

7.1.2 Listings (D,N)

A. Primary Listing

One listing, termed the primary listing, is included with each exchange access line or each joint user service.

B. Additional Listings

Additional listings may be the listings of individual names of those entitled to use the customer's service or, for business, Departments, Divisions, Tradenames, etc.

In connection with business and residence service, regular additional listings are available only in the names of Authorized Users of the Customer's service.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings. However, when it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing will be permitted under the address of a branch exchange, Centrex or extension of an exchange service line installed on the premises of the Customer, but at an address different from that of the attendant position of main service.

Business additional listings are not permitted in connection with residence service. Residence additional listings are also permitted in connection with business service which is located in a residence and for permanent or season guests residing in a hotel or club. (D,N)

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SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES

7.1 Directory Listings, (Cont'd.)

7.1.2 Listings (N,D)

B. Additional, (Cont'd.)

A residence dual name additional listing is comprised of a surname, two first names, address and telephone number. A residence dual name additional listing may be provided for two persons who share the same surname and reside at the same address, or for a person known by two first names.

Special types of additional listings, such as Alternate, Alpha and Informational, Duplicate and Reference Listings, Foreign Listings, etc. take the same business or residence classification as the service with which such listings are furnished.

7.1.3 Rates for Additional Listings

The following rates and charges apply to additional listings requested by the Customer over and above those listings included with the service. The rates and charges below are provided on a month-to-month basis, per listing.

Type of Listing	Business	Residential
Additional Listings	$2.00	$2.00

(N,D)

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SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)

7.2 Nonpublished Service

7.2.1 General

Nonpublished service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

7.2.2 Regulations

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a nonpublished number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unpublished, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a nonpublished number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonpublished service. **(T)**

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and hold the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nonpublished service or the disclosing of said number to any person. **(T)**

7.2.3 Rates and Charges

There is a monthly charge for each nonpublished service. **(D)**

(D)

Non-published service charge, per month

	Business	Residential	
			(C)
Month-to-Month:	N/A	$2.50	
One Year Term	$2.50	N/A	**(C)**

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SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)

7.3 Nonlisted Service

7.3.1 General

Non-listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

7.3.2 Regulations

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and hold the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person. **(T)**

7.3.3 Rates and Charges

There is a monthly charge for each non-listed service.

(D)
(D)

Non-listed service charge, per month

	Business	Residential	
			(C)
Month-to-Month	N/A	$1.75	|
One Year Term	$1.75	N/A	**(C)**

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7.4 Directory Assistance Services

7.4.1 Directory Assistance

A Directory Assistance charge applies per local and intraLATA directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number. Rates and charges for interLATA Directory Assistance service are provided in Lightyear Network Solutions, LLC's Kentucky Tariff No. 1.

Each Local Directory Assistance Call

	Per Call	
Within local calling area or LATA/NPA for originating line:		(T)
Direct Dialed	$1.25	(I)
Surcharge for Operator Assistance	$0.75	(I)
Outside local calling area and LATA/NPA for originating line:		(T)
Direct Dialed	$1.25	(I)
Surcharge for Operator Assistance	$0.75	(I)

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Issued by: John J. Greive, Vice President of Regulatory Affairs an
1901 Eastpoint Parkway
Louisville, Kentucky 40223

SECTION 8 - LOCAL OPERATOR SERVICES (T)

8.1 General

Customers may subscribe to intraLATA and interLATA operator services offered by the Company. Customers have the option of selecting another carrier as their primary intraLATA and/or interLATA long distance carrier if requested.

8.2 Local Operator Assisted Services

Lightyear's Local Operator Assisted Calling is available for use by presubscribed Customers only. Per call charges reflect the level of operator assistance and billing arrangement requested by the Customer.

8.2.1 Operator Service Call Types

A. **Customer Dialed Calling/Credit Card Call** - This charge applies in addition to local usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number and card number where the capability exists for the Customer to do so.

B. **Operator Dialed Calling/Credit Card Call** - This charge applies in addition to local usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

C. **Operator Station** - These charges apply in addition to local usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed to the originating line, Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.

D. **Person-to-Person** - This charge applies in addition to local usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to the originating line, a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

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SECTION 8 - LOCAL OPERATOR SERVICES (CONT'D.) (T)

8.2 Local Operator Assisted Services, (Cont'd.)

8.2.2 Available Billing Arrangements

A. **Calling Card** - A billing arrangement whereby the originating caller may bill the charges for a call to an approved LEC-issued calling card. The terms and conditions of the local exchange carrier apply to payment arrangements.

B. **Collect Billing** - A billing arrangement whereby the originating caller may bill charges for a call to the called party, provided the called party agrees to accept the charges. The terms and conditions of the called party's local exchange company apply to payment arrangements.

C. **Commercial Credit Card** - A billing arrangement whereby the originating caller may bill the charges for a call to an approved commercial credit card. The terms and conditions of the credit card company apply to payment arrangements.

D. **Third Party Billing** - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number. The terms and conditions of the third party's local exchange company apply to payment arrangements.

8.2.3 Operator Dialed Surcharge

This charge applies to Operator Station and Person-to-Person calls for which the caller has the ability to dial the called number, but chooses instead to have the Company operator perform the dialing. This charge is in addition to any other applicable operator service charges.

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SECTION 8 - LOCAL OPERATOR SERVICES, (CONT'D.) (T)

8.2 Local Operator Assisted Services, (Cont'd.)

8.2.4 Rates and Charges

A. Local Usage Charges:

No usage charges apply.

B. Per Call Charges:

	Per Call	
Station-to-Station		
Customer Dialed Calling	$1.00	(I,T)
Operator Assisted Calling	$2.50	(I,T)
		(D)
		|
		(D)
Person-to-Person	$5.00	(I)
Operator Dialed Surcharge	$1.25	(I)
Partially Automated Surcharge	$1.00	(I,T)

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SECTION 8 - LOCAL OPERATOR SERVICES, (CONT'D.) (T)

8.3 Busy Line Verification and Line Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Busy Line Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency.

If an operator both verifies and interrupts the same call, both charges will apply.

Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

Per Busy Line Verification, Per Call	$3.00	(I)
Per Line Interruption, Per Call	$6.00	(I)

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SECTION 9 - LONG DISTANCE SERVICES

9.1 General

(D)
(D)

Customers may subscribe to intraLATA and interLATA long distance services offered by the Company. Such services are described in the Company's Kentucky Tariff No. 1. Customers have the option of selecting another carrier as their primary intraLATA and/or interLATA long distance carrier. Some local services packages require presubscription to Lightyear's long distance service, as described in Section 5 of this tariff. (T)
(T)

(D)
(D)

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SECTION 9 - LONG DISTANCE SERVICES

Reserved for Future Use

(D)

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SECTION 9 - LONG DISTANCE SERVICES

Reserved for Future Use (D)

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SECTION 10 - MISCELLANEOUS SERVICES

10.1 Carrier Presubscription

10.1.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

10.1.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

Option A: Customer select the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.

Option B: Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.

Option C: Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.

Option D: Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription

Option E: Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.

Option F: Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

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SECTION 10 - MISCELLANEOUS SERVICES, (CONT'D.)

10.1 Carrier Presubscription, (Cont'd.)

10.1.3 Rules and Regulations

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

(D)
(D)

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 10.1.5 below:

10.1.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customer's initial requests for intraLATA toll service presubscription shall be provided free of charge.

If the Customer does not select a primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. (D,T) | (D,T)

(D) | (D)

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 10.1.5 below.

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SECTION 10 - MISCELLANEOUS SERVICES, (CONT'D.)

10.1 Carrier Presubscription, (Cont'd.)

10.1.5 Presubscription Charges

A. Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 10.1.4 above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

B. Nonrecurring Charges

Presubscription Change Charge **(D)**

(D)

Per line, trunk, or port: $5.00 **(T)**

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SECTION 11 - ADVANCED TELECOMMUNICATIONS/DATA SERVICES

11.1 Integrated Services Digital Network (ISDN) Offerings

11.1.1 Primary Rate Interface (PRI)

Integrated Services Digital Network (ISDN) is a set of transmission protocols that provides end-to-end digital connectivity and integration of voice, data and video, on a single Customer loop to support a wide variety of services via the public switched network. The Primary Rate Interface (PRI) consists of a 23B+D configuration with 23 64Kbps Bearer (B) digital channels and 1 64Kbps Data (D) digital channel. The B channels are designed for voice, data, image and sound transmissions. B channels can support synchronous, asynchronous or isochronous services at rates up to 64Kbps. B channels can be aggregated for higher bandwidth applications. The D channel PRI provides the out of band signaling, call control and messaging.

PRI is provided through standard four wire DS-1 (1.544Mbps) point to point, private line facilities that enables Customer control of the 24 individual channels. PRI supports 1+, 0+, 7 digit, and 10 digit Local, IntraLATA and InterLATA services, as well as 01+ and 011+ international calling. PRI allows Customers to direct voice, data and video over the Switched Network. Channels may be pre-subscribed to an IXC carrier of the Customer's choice or used with 10XXX casual dialing. PRI also allows access to network services, such as Two-Way, Incoming Only, Outgoing Only and DID.

Multiple PRI interfaces can be combined to function as one group. Utilizing a Backup D Channel arrangement, Customers are able to link up to 20 DS-1s together, providing a maximum of 479 64Kbps B channels controlled by a single D (signaling) channel.

ISDN is available for a minimum term of one year.

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EXECUTIVE DIRECTOR

SECTION 11 - ADVANCED TELECOMMUNICATIONS/DATA SERVICES, (CONT'D.)

11.1 Integrated Services Digital Network (ISDN) Offerings, (Cont'd.)

11.1.2 Primary ISDN - Rates and Charges - This Service is no longer available to new customers (M)

See Section 14.5 of this tariff.

(M)

(M) - Material previously found on this page can now be found on Original Page 128.

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SECTION 11 - ADVANCED TELECOMMUNICATIONS/DATA SERVICES, (CONT'D.)

11.1 Integrated Services Digital Network (ISDN) Offerings, (Cont'd.)

11.1.2 Primary ISDN - Rates and Charges, (cont'd.) - This Service is no longer available to new customers (M)

See Section 14.5 of this tariff.

(M)

(M) - Material previously found on this page can now be found on Original Page 129.

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SECTION 11 - ADVANCED TELECOMMUNICATIONS/DATA SERVICES, (CONT'D.)

11.1 Integrated Services Digital Network (ISDN) Offerings, (Cont'd.)

11.1.2 Primary ISDN - Rates and Charges, (cont'd.) - This Service is no longer available to new customers (M)

See Section 14.5 of this tariff.

(M)

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SECTION 12 - SPECIAL ARRANGEMENTS

12.1 Reserved for Future Use **(D)**

(D)

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KYL0501

SECTION 12 - SPECIAL ARRANGEMENTS, (CONT'D.)

12.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. All ICB arrangements will be filed with the Commission.

12.3 Contracts

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time. All contracts will be filed with the Commission.

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SECTION 13 - PROMOTIONAL OFFERINGS

13.1 Special Promotions

The Carrier may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. **(D)**

(D)

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SECTION 14 - GRANDFATHERED SERVICES

14.1 Lightyear Business Line Service (M)

Lightyear's Business Line Service provides the business Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Access lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

Business Line Service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Business Line Service are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

14.1.1 Term Plans

Discounts on rates for Business Line Service are available based on term commitments. Business Line Customers who elect to subscribe to a term plan will receive a discount off the Basic Business Line monthly rate. An additional discount will apply to the following services, if subscribed to by the Customer:

- Features and feature packages
- Directory Listings
- Code Restriction

Cancellation provisions and termination liability conditions as described in Section 2.1.3 and 2.8 of this tariff apply. Unless otherwise specified, discount percentages will be assessed as follows:

Term Commitment	Percentage Discount
One year	5.2%

(M)

(M) = Material found on this page was previously located on Original Pages 63 and 64.

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SECTION 14 - GRANDFATHERED SERVICES, (CONT'D.)

14.1 Lightyear Business Line Service, (Cont'd.) (M)

14.1.2 Monthly Recurring Charges

A. Business Line Service

The following charges apply to Business Line Service lines per month. Rates and charges include Touchtone Service for each line.

Monthly Rate, per Line	
Month-to-Month:	$33.50
One Year Term:	$31.75

B. Hunting (aka. Rotary or Grouping)

The following charges apply to Business Line Local Exchange lines equipped with Hunting.

Monthly Rate, per Line equipped with Hunting	
Month-to-Month:	$5.42
One Year Term:	$5.13

C. Business Line Plus Calling Service

Business Line Plus Calling Service is an optional combined local and intraLATA toll service package for small to medium sized business Customers. With Business Line Plus Calling Service, Customers receive Business Line Service along with intraLATA toll calling at a reduced rate. The intraLATA toll rate is not time of day or distance sensitive, and applies twenty-four (24) hours per day, seven days a week. Touchtone service is included with this service. IntraLATA toll calls are billed in full minute (60 second) increments.

Monthly Rate, per Line	
Monthly-to-Month:	$35.49
One Year Term:	$34.00

IntraLATA toll, per minute	$0.089	(M)

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SECTION 14 - GRANDFATHERED SERVICES, (CONT'D.)

14.1 Lightyear Business Line Service, (Cont'd.) (M)

14.3.1 Monthly Recurring Charges, (Cont'd.)

D. Business Line Expanded Distance Plan

With the Business Line Expanded Distance Plan, Customers receive Business Line Service along with a specified number of minutes of toll calling at a discounted rate. Touchtone is included with this service. Calls are billed in six (6) second increments. Excess usage over the specified number of minutes is billed at a separate rate per minute. This service is provided in conjunction with interLATA and interstate service. The number of minutes available each month at the discounted rate may be applied to intraLATA, interLATA and interstate usage up to the specified limit.

1. Rates and Charges

Monthly rate, per Line	
Month-to-Month:	$36.50
One Year Term:	$31.50
Toll rates	
Month-to-Month:	
1st 500 minutes within same billing period:	$0.069 per minute
Add'l minutes within same billing period:	$0.089 per minute
One Year Term:	
1st 500 minutes within same billing period:	$0.059 per minute
Add'l minutes within same billing period:	$0.089 per minute

(M)

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SECTION 14 - GRANDFATHERED SERVICES, (CONT'D.)

14.1 Lightyear Business Line Service, (Cont'd.) (M)

14.1.1 Monthly Recurring Charges, (cont'd.)

E. Lightyear Comprehensive Package

Lightyear Comprehensive Package is an optional local service package plan offered to Business Customers. With this package, Customers receive Business Line Service plus all basic vertical features (except voicemail, toll restriction, and hunting) for a flat monthly charge. Lightyear Comprehensive Package is available for a minimum of term of one year.

Charge, per Line	One Year Term
Per 1-Line Package:	$ 50.40
Per 2-Line Package:	$ 90.00
Per 3-Line Package:	$127.80
Per 4-Line Package:	$161.10
Per 5-Line Package:	$193.50
Per 6-Line Package:	$226.80
Per 7-Line Package:	$261.00
Per 8-Line Package:	$294.30
Per 9-Line Package:	$328.50
Add'l Lines over 9, each	$ 36.00

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SECTION 14 - GRANDFATHERED SERVICES, (CONT'D.)

14.2 PBX Trunk Service (M)

Basic PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch tone signaling and may be configured into a hunt group at no additional charge with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DS0 level.

PBX Trunks are available to Business Customers as Inward, Outward or Two-Way combination trunks where services and facilities permit. Service is provided at Business Local Exchange Service rates and charges as specified in this tariff.

Each PBX Trunk is provided with touch tone signaling at no additional charge. An optional per trunk Hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group (see Section 6.3).

PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges (see Section 6.5).

14.2.1 Flat Rate Service

	SERVICE TYPE PER TRUNK		
RATE GROUP	Business Combination, Two Way or Out Dial	DID Inbound Only	DID Combination
Group 1	$33.25	$30.40	$63.65
Group 2	$33.49	$31.26	$65.36
Group 3	$33.49	$31.26	$65.36
Group 4	$33.49	$31.26	$65.36
Group 5	$33.49	$31.26	$64.74

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14.3 Direct Inward Dialing (DID) Service (M)

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and nonrecurring charges for PBX Trunks as shown in Section 6.5 of this tariff. The Customer will be charged for the number of DID Number Blocks (20 numbers per block) regardless of the number of DID numbers utilized out of the available 20 numbers.

14.3.1 Rates

	Installation Charge	Monthly Recurring
Establish Trunk Group and Provide		
Each Group of 20 DID Working Numbers	$456.00	$ 3.23
Each Group of 20 DID Reserved Numbers	$456.00	$ 3.23
Each Non-Consecutive DID Number	$ 1.43	$ 0.16
Each Reserved Non-Consecutive DID Number	$ 1.43	$ 0.16
DID Trunk Termination:		
Per One-Way Inward Trunk	$ 47.50	$24.70
Each Combination Trunk w/Call Transfer	$237.50	$42.75
Multifrequency Pulsing Option	$ 0.00	$ 7.13
Dual Tone Multifrequency Pulsing Option, Per Trunk	$ 0.00	$ 7.13
Automatic Intercept Service, Per Number Referred	$ 15.20	$ 0.00

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14.4 Optional Calling Features (M)

14.4.1 Features Offered on Monthly Basis

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature. Features are available where facilities permit.

The rates and charges below are provided on a month-to-month basis. Discounts associated with term contracts are available as specified in Section 5.6.1 of this tariff.

Optional Calling Feature	Business
Call Forwarding Variable	$4.18
Call Forwarding Variable Multipath	$3.37
Call Forwarding Variable with Remote Access	$8.88
Remote Call Forwarding	$17.58
Call Forwarding Don't Answer - Basic	$3.66
Call Forwarding Don't Answer with Ring Control	$3.66
Call Forwarding Don't Answer - Customer Control	$6.65
Call Forwarding Don't Answer Multipath	$3.37
Call Forwarding Busy Line - Basic	$3.66
Call Forwarding Busy Line - Customer Control	$7.03
Call Forwarding Busy Line Multipath	$3.37
Call Waiting - Basic	$4.18
Call Waiting - Deluxe	N/A

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14.4 Optional Calling Features, (Cont'd.) (M)

14.4.1 Features Offered on Monthly Basis, (Cont'd.)

Optional Calling Feature	Business
Caller ID - Basic	$8.60
Caller ID - Deluxe	$9.50
Enhanced Caller ID w/ Anonymous Call Rejection	$15.15
Enhanced Caller ID w/ Call Management	$16.10
Enhanced Caller ID w/ Call Management Forward Don't Answer	$16.10
Enhanced Caller ID for Multi-line Hunt Groups	$9.50
Anonymous Call Rejection	$4.18
Call Block	$4.70
Call Return	$4.94
Call Selector	$4.70
Call Trace	$5.23
Calling Number Delivery Blocking (per line equipped)	$0.00
Distinctive Ring - First Number	$7.60
Distinctive Ring - Second Number	$9.50
Message Waiting Indication - Audible	$0.57
Message Waiting Indication - Audible & Visual	$0.57
Preferred Call Forwarding	$4.70
Repeat Dialing	$4.70
Speed Calling (30 codes)	$5.23
Speed Calling (8 codes)	$4.18
Star *98	$1.90
Surrogate Client Number	$2.28
Three Way Calling	$4.18
Three Way Calling with Transfer	$5.70

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14.4 Optional Calling Features, (Cont'd.) (M)

14.4.2 Business Line Feature Packages

The following optional feature packages are available with Business Line Service:

Feature Package includes	Monthly Rate	
	Month-to Month	One Year Term
Custom:		
Call Waiting, and Three Way Calling	$ 7.95	$ 7.50
Executive:		
Call Waiting, Call Forward, and Three Way Calling	$11.40	$10.50
Complete:		
Call Waiting, Call Forward-Variable, and Speed Call 30	$12.00	$11.25
Premier:		
Call Waiting, Call Forward-Busy, Speed Call 30	$12.90	$12.00

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14.5 Primary ISDN - Rates and Charges

14.5.1 Primary Rate ISDN - These rates are in addition to the applicable business line rate.

	Non-Recurring Charges	1-Year Term	2-Year Term
Service access line - each line	$875.00	$126.00	$117.00

14.5.2 Interoffice Channels

A. Fixed monthly component	$125.00	$ 67.50	$ 63.00
B. Each additional mile or fraction thereof	---	$ 21.60	$ 19.80

14.5.3 Primary Rate ISDN, each Interface

A. Voice/Data (standard)	$110.00	$360.00	$337.50
B. Digital data only option	$110.00	$360.00	$337.50
C. Inward data option	$110.00	$360.00	$337.50
D. Inward data option w/extended Reach Service - Dedicated Route	$110.00	$360.00	$337.50
E. Inward data option w/extended Reach Service - Final Route	$110.00	$360.00	$337.50

14.5.4 Primary Rate ISDN B-channels, each

A. Voice/Data (standard)	$ 5.00	$ 59.22	$ 54.86
B. Digital data only option	$ 5.00	$ 23.99	$ 21.60
C. Inward data option	$ 5.00	$ 36.90	$ 34.52
D. Inward data option w/extended Reach Service - Dedicated Route	$ 5.00	$ 45.00	$ 41.40
E. Inward data option w/extended Reach Service - Final Route	$ 5.00	$ 60.30	$ 55.80

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14.5 Primary ISDN - Rates and Charges, (Cont'd.) (M)

14.5.6 Primary Rate ISDN B-channels for use with Area Calling Service

	Non-Recurring Charges	1-Year Term	2-Year Term
A. B-Channels Voice/data (standard)	$ 5.00	$59.22	$54.86
B. B-Channels Digital Data Only Option	$ 5.00	$23.99	$21.60
Each D channel - no rate but does require provisioning.*			
Extended reach Dedicated Interoffice Channel - no rate but does require provisioning.*			
Call types (inward only, Outward only, Two-way) - no rate but does require provisioning.*			
Telephone numbers for ISDN-PRI service			
- per telephone number requested			
- Inward and 2 way calling	-	$ 0.18	$ 0.18
- Outbound only - no rate but does require provisioning.*			
- Inward only within standard allowance		$ 0.18	$ 0.18
- Inward only above standard allowance		$ 18.00	$ 18.00
- per Remote Number requested			
- Inward only w/Extended Reach Dedicated Route		$ 18.00	$ 18.00
- per Final Number requested			
- Inward only w/ Extended Reach Service		$ 18.00	$ 18.00
- per Remote Number requested			
- Inward only w/ Extended Reach Final Route		$ 18.00	$ 18.00
- per Final Route Arrangement Target Local Calling Area		$ 18.00	$ 18.00

* Provisioning is at Individual Case Basis depending on the Customer's network. (M)

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14.5 Primary ISDN - Rates and Charges, (Cont'd.) (M)

14.5.7. Optional Offerings

	One time Charges	1-Year Term	2-Year Term
A. ANSA Interoffice Mileage Primary Rate ISDN Access Line - no rate but does require provisioning.*			
B. Incoming Call Extension Max 1 call per number low use	$ 2.00	$ 0.27	$ 0.24
C. Incoming Call Extension More Than 1 Simultaneous call per Number High use first Path	$ 25.00	$ 9.00	$ 8.10
D. Incoming Call Extension Add'l Paths	$ 25.00	$ 7.20	$ 6.48
E. Next Route Index Feature Per Analog Arrangement	$100.00	$ 27.00	$24.30
F. Next Route Index Feature Per Analog & Digital Arrangement	$100.00	$27.00	$24.30
G. Overflow feature for Extended Reach Service, Dedicated Route Arrangement Per Remote Number	$100.00	$48.60	$45.00
H. Calling Name Delivery feature Per Primary Rate Interface	n/a	$90.00	$67.50
I. Redirecting Number per primary rate interface - no rate but does require provisioning*			

* Provisioning is at Individual Case Basis depending on the Customer's network. (M)

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