NEXTLINK Long Distance Services, Inc.

NEXTLINK Long Distance Services, Inc.

dba

NEXTLINK or NEXTLINK Long Distance
500 108th Avenue, N.E., Suite 2200
Bellevue, Washington 98004

Rates, Rules and Administrative General Provisions for Furnishing

Interexchange Services

In the

State of Kentucky

FILED WITH THE PUBLIC SERVICE COMMISSION
OF KENTUCKY

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAY 22 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephanie Bell
SECRETARY OF THE COMMISSION

NEXTLINK®

KENTUCKY LONG DISTANCE SERVICES, INC.

P.S.C. NO. 1

Fourth Revised Sheet 2 Cancels Third Revised Sheet 2

CHECK SHEET

The Title Page through Page 74 inclusive of this tariff are effective on 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.

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2	Fourth Revised	December 15, 2000*
3	First Revised	November 5, 1999
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NEXTLINK Long Distance Services, Inc.
Doug Kinkoph
Two Easton Oval
Columbus, OH 43219

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KENTUCKY LONG DISTANCE SERVICES, INC.

P.S.C. NO. 1

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NEXTLINK Long Distance Services, Inc.
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APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of intrastate interexchange services by NEXTLINK Long Distance Services, Inc. (hereafter the "Company") from its operating locations throughout the state of Kentucky. Service is furnished by means of wire, terrestrial microwave radio, optical, fibers, satellite circuits or a combination thereof. Service is subject to transmission, atmospheric conditions and like conditions.

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CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Other Participating Carriers

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF.

Revisions of this tariff are coded through the use of symbols. These symbols appear in the right margin of the sheet. The symbols and their meanings are:

(C) To signify changed conditions or regulations.

(D) To signify discontinued rate, regulation, or condition.

(I) To signify increase.

(K) To signify that material has been transferred to another sheet or place in the tariff.

(M) To signify that material has been transferred from another sheet or place in the tariff.

(N) To signify a new rate, regulation, condition, or sheet.

(O) To signify no change.

(R) To signify reduction.

(S) Matter appearing elsewhere or repeated for clarification.

(T) To signify a change in text for clarification.

(V) Signifies vintage tariff

(Z) Correction

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1. Definitions

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

Authorized User: A person, firm or corporation which is authorized by the Customer or joint user to be connected to the service of the Customer or joint user.

Commission: Kentucky Public Service Commission

Company: NEXTLINK Long Distance Services, Inc., the issuer of this tariff, which is a Washington corporation, or any of its affiliates which concur in this tariff.

Company Calling Card: A telephone calling card issued by the Company at the Customer's request which enables the Customer or User(s) authorized by the Customer to place telephone calls and to have the charges for such calls billed to the Customer's account.

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

Individual Case Basis (ICB): A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

IntraLATA Service: Service which originates and terminates within the same Local Access and Transport Area (LATA).

InterLATA Service: Service which originates in one Local Access and Transport Area (LATA) and terminates in a different LATA.

M/M: Month to month.

MOU: Minutes of use.

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1. Definitions (cont'd)

Non-recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees which the Customer becomes liable at the time the Service Order is executed.

Primary InterLATA Carrier ("PIC"): Long distance carrier designated by a telephone subscriber to provide the Customer with interLATA service without having to dial a special access code..

Originating Off-net: A call originating on and placed via non-company owned facilities or a combination of non-company owned and leased facilities.

Originating On-Net: A call originating on and placed via company-owned facilities or a combination of company owned and leased facilities.

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

Service Order: The written request for communications 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 the acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Station: Denotes the network control signaling unit and any other equipment provided at the Customer's premises which enables a Customer to establish communications connections and to effect communications through such connections.

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1. Definitions

Station-to-Station: Service where the person originating the call from other than a public or semi-public coin telephone dials the telephone desired and the call is completed without the assistance of a Company operator and the call is not billed to a number other than the originating number.

Two Point Message Toll Service: Furnishing of facilities for telecommunications between different local calling areas in accordance with the regulations and schedule of rates specified in this tariff.. The rates specified in this tariff are for payment for all services furnished between the calling and called stations.

United States: The 48 contiguous states and the District of Columbia, Hawaii, Alaska, Puerto Rico, the U.S. Virgin Islands, as well as the off-shore areas outside the boundaries of the coastal states of the 48 contiguous states to the extent that such areas appertain to and are subject to the jurisdiction and control of the United States.

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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2. Undertaking of the Company

2.1 Limitations on Service

2.1.1 Service is offered to the availability of facilities and the provisions of the tariff.

2.1.2 The Company reserves the right to immediately discontinue furnishing services or billing options when the manner in which the Customer uses the Company's service results, or may result, in network blockage or other service degradation which adversely affects service to the calling party, the customer, or other customers of the Company. The Company also reserves the right to immediately discontinue furnishing services or billings options, when the Customer is using the service in violation of the provisions of this tariff or in violation of the law. The customer will be responsible for all charges incurred as well as any access charges the Company may incur as a result of such customer actions.

2.1.3 Service may be discontinued by the Company, at any time and without notice to its Customers, by blocking traffic to or from certain countries cities, NXX exchanges, or individual telephone stations, by blocking c origination for Company services, or by blocking calls using certain customer authorization codes and/or access codes when the Company deems it necessary to take such action to prevent unlawful and/or unauthorized use of its services. In addition, the Company may take any of the foregoing actions, in the case of actual or anticipated non-payment for its service. In order to control fraud, the Company may refuse to accept Calling Card, Collect Calling, and/or Third Party calls which it reasonably believes to be unauthorized or invalid and/or may limit the use of these billing options to or from certain countries or areas including, without limitation, all or part of the United States, Puerto Rico, and/or the U.S. Virgin Islands.

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2. Undertaking of the Company (cont'd)

2.1 Limitations on Service (cont'd)

2.1.4 A Customer shall not: (a) use any service mark of trade mark either of the Company or any of its affiliated companies or of which the Company or any of its affiliated companies is a licensee, or (b) refer to the Company or any of its affiliated companies in connection with any service, product, equipment offering, promotion, or publication of the customer, without the prior written consent of the Company.

2.1.5 Title to all facilities provided by the Company under these regulations remains with the Company.

2.1.6 To the extent applicable, Company service will be subject to the most recent conditions set forth in the Truth in Lending Act, Reg. Z, 12 C.F.R. Section 226.

2.1.7 If the Company disconnects a Customer's service for non-payment of past due amounts, the Customer's service will remain disconnected until such time as the Company receives payment for all past due amounts and confirms the availability of sufficient funds to satisfy the amount of payment.

2.1.8 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-preemptability as may be provided by the other entities.

2.1.9 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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3. Rules and Regulations

3.1 Terms and Conditions

3.1.1 Company services are provided and billed on the basis of a minimum period of at least one month, beginning on the date that billing becomes effective and continues to be provided until canceled by the Customer in writing on not less than 30 days notice from the date of postmark on the letter giving notice of cancellation.

3.1.2 The name(s), address(es), and telephone number(s) of the Customers desiring to use the service must be stipulated in the application for service.

3.1.3 The Customer agrees to operate the Company-provided equipment in accordance with the instructions of the Company or an agent of the Company.

3.1.4 The Customer agrees within five (5) days of termination of the service in connection with which the equipment was used to return to the Company all Company-provided equipment delivered which was delivered to the Customer. Said equipment shall be in the same condition as when delivered to the Customer, normal wear and tear excepted. Customers shall reimburse the Company, upon demand, for any costs incurred by the Company due to the Customers failure to comply with this provision.

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3. Rules and Regulations (cont'd)

3.2 Liability

3.2.1 Except for granting allowances for interruptions of service as provided for in Section 3.22 and other sections of this tariff, the Company shall not be liable for any failure of performance due to: causes beyond its control, including, but not limited to, acts of God, fires, floods or other catastrophe, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppages or other labor difficulties; other preemption of existing services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations; or any law, order, or action of any governing authority or agency thereof.

3.2.2 The Company's liability, if any, with regard to the delayed installation of Company facilities or commencement of services 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 ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), offered under this tariff, and subject to the provisions of Section 3.2, following the Company's liability, if any shall be limited as follows:

(1) With respect to any Dedicated leased Line Service offered by the Company, the Company's liability amount is equal to the proportionate monthly recurring charge or charges for the service for the period during which the service was affected.

(2) With respect to any service provided by the Company which involves dedicated access, shared interexchange transmission, and/or shared information, the Company's liability shall not exceed an amount equal to the proportionate monthly recurring charges—including any service charges, minimum monthly charges, basic feature package charges monthly charges for optional features, charges for dedicated access facilities and any other monthly charges—for the period during which the service was affected or, if only a transmission using the shared interexchange facilities is interrupted, an amount equal to the charge applicable to a one-minute call to the called station at the time the affected call was made. Where any claim arises out of

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3. Rules and Regulations (cont'd)

3.2 Liability (cont'd)

3.2.2 (cont'd)

(2) (cont'd)

the Company's acting as a Resp Org, or performing SMS Res Org changes, or where any claim arises out of any and all failing by the Company in connection with the provision of 800/888/877 (and future toll-free prefixes) service is not made available on the date committed to the customer, or cannot otherwise be made available after the Company's acceptance of the Customer order, or is provided with a number or numbers other than the one(s) committed by the Company to the Customer, or the number or numbers are not included in 800/888/877 Service Directory Assistance or are included in an incorrect form, and any such failure or failures is due solely to the negligence of the Company, in such cases the Company's liability, if any, will be limited to the lessor of: (a) the actual monetary damages incurred and proven by the Customer as the direct result of such failure to failures; or (b) the sum of $1000.00. With respect to Resp Org and SMS Resp Org Changes, the customer will indemnify and hold the Company harmless against any third party claims arising out of the execution of changes requested by the Customer, including those changes made by an 800/888/877 Subscriber. Where the Resp Org Service Customer is a Customer acting on behalf of an 800/888/877 Subscriber, the Customer represents that it has the authority to act on the 800/888/877 Subscribers behalf in choosing a Resp Org and otherwise utilizing the Company's Resp Org Service. The Company shall not be liable at all for the use, misuse, or abuse of a Customer's 800/888/877 Service by third parties including, without limitation, the Customers' employees or members of the public who dial the Customers 800/888/877 number by mistake. Compensation for any injury the Customer may suffer due to the fault of people or entities other than the Company must be sought from other such parties.

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3. Rules and Regulations (cont'd)

3.2 Liability (cont'd)

(3) With respect to any service provided by the Company which involves shared access, shared interexchange transmission, and/or shared termination. The Company's liability shall not exceed an amount equal to the charge applicable to a one(1) minute call to the called station at the time the affect call was made.

(4) With respect to any service provided by the Company's which involves dedicated access, shared interexchange transmission, and/or dedicated termination, the Company's liability shall not exceed an amount equal to the charge applicable to a one (1) minute call to the called station at the time the affected call was made.

(5) With respect to the routing of calls by the Company to public safety answering points or municipal emergency service providers, the Company's liability, if any, will be limited to the lessor of: a) the actual monetary damages incurred and proved by the customer as the direct result of the Company's action, or failure to act, in routing the call; or b) the sum of $1000.00.

(6) With respect to the Company's offering of Telecommunications Relay Service (TRS), any service provided by LCI which involves receiving, translating, or delivering messages by telephone, text telephone, a Telecommunications Device for the Deaf, or any other instrument over the facilities of the Company or any connecting carriers or through any TRS centers operated by the Company or its agents, the Company's liability shall not exceed an amount equal to the Company's charge for a one (1) minute call to the station at the time affected call was made.

The liability provided for above, shall in each case, be in addition to any amounts that may otherwise be due to the Customer under this tariff as a credit allowance for the interruption of service.

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3. Rules and Regulations (cont'd)

3.2 Liability (cont'd)

3.2.3 The Company shall be indemnified, defended, and held harmless by the Customer or by others authorized to use the service against all claims of loss or damage arising from the use of service furnished under this tariff, including:

(a) Claims for libel, slander, invasion of privacy, or infringement of copyright arising out of the material, data, information, or other content transmitted via Company service;

(b) patent infringement claims arising from combining or connecting Company service with apparatus and systems furnished by the Customer or others; and

(c) all other claims arising out of any act or omission of the Customer or others including those relating to Section 3.2.4 below, in connection with any service provided by the Company.

3.2.4 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, circuits, or equipment that it does not furnish, or for damages which result from the operation of customer-provided systems, equipment, facilities or services which are interconnected with Company services.

3.2.5 The Company does not guarantee, nor make any warranty with respect to, service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and user shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made instituted or asserted by the Customer by any other party, for any personal injury to, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, furnished by the Company at such locations.

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3. Rules and Regulations (cont'd)

3.2 Liability (cont'd)

3.2.6 The Company is not liable for any defacement of, or damages to, the premises of a Customer resulting from the furnishing of service, or the attachment of any instruments, apparatus associated wiring on such Customer premises or from the installation or removal thereof, when such defacement or damage is not the result of Company negligence.

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

3.2.8 With respect to the Company's prepaid Calling Card Service, the Company makes no warranty, guarantee, or representation, either express or implied, regarding the merchantability, accuracy, reliability, condition, or fitness of the information provided in connection with the use of the card.

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3. Rules and Regulations (cont'd)

3.2 Liability (cont'd)

3.2.9 Use and Sale of Telephone Subscriber Information

3.2.9.1 With respect to the use and sale of telephone subscriber information provided pursuant to Automatic Number Identification ("ANI") or charge number services, the Company shall permit the Customer to use the telephone number and billing information or billing and collection, routing, screening and completion of the originating telephone subscriber's call or transaction, or for services directly related to the originating telephone subscriber's call or transaction. The Customer is prohibited from reusing or selling the telephone number or billing information without first:

(a) notifying the originating telephone subscriber and:

(b) obtaining the affirmative consent of each subscriber for each reuse or resale. Additionally, the Customer is prohibited from disclosing, except as permitted above, any information derived from the Automatic Number Identification ("ANI") or charge number service for any purpose other than:

(i) performing the services or transactions that are the subject of the origination telephone subscriber's call;

(ii) ensuring network performance security, and the effectiveness of call delivery;

(iii) compiling, using, and disclosing aggregate information; and

(iv) complying with applicable law or legal process.

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3. Rules and Regulations (cont'd)

3.2 Liability (cont'd)

3.2.9 Use and Sale of Telephone Subscriber Information (cont'd)

3.2.9.2 The requirements imposed under Section 3.2.9.1 shall not prevent a person to whom automatic number identification, or charge number services are provided from using:

(i) the telephone number and billing information provided pursuant to this service; and

(ii) any information derived from the automatic number identification or charge number service, or from the analysis of the characteristics of a telecommunications transmission, to offer a product or service that is directly related to the products or services previously acquired by that Customer from such person.

3.3 Cancellation of Service by a Customer

3.3.1 If a Customer cancels an order for service before the service begins, before completion of the minimum period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by installation and monthly charges. If based on an order by a Customer, and construction has either begun or been completed, but no services provided, the non-recoverable cost of such construction shall be borne by the Customer.

3.3.2 Except as otherwise provided in this tariff, if an order for installation is delayed for more that thirty (30) days beyond the due date, and such delay is not requested or caused by the Customer, the Customer may cancel the order without incurring cancellation charges.

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3. Rules and Regulations (cont'd)

3.4 Use of Service

3.4.1 Service furnished by the Company may be used for one or more of the following:

(a) for the transmission of communications by the Customer;

(b) for the transmission of communications to or from an authorized user or joint user;

(c) for the transmission of communications to or from a Customer of another common carrier, which has subscribed to the Company's communications service for purposes of resale.

3.4.2 Service furnished by the Company may be arranged for joint use or authorized use. The joint user or authorized user shall be permitted to use such service in the same manner as the Customer, but subject to the following:

(a) One joint user or authorized user may be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all joint users or authorized users in the application for service. Orders that involve the start, rearrangement, or discontinuance of joint use or authorized use service will be accepted by the Company only from that Customer and will be subject to all provisions of this tariff.

(b) All charges for the service will be computed as if the service were to be billed to one Customer. The joint user or authorized user that has been designated as the Customer will be billed for all components of the service and will be responsible for all payments to the Company. In the event that the designated

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3. Rules and Regulations (cont'd)

3.4 Use of Service (cont'd)

3.4.2 (b) (cont'd)

Customer fails to pay the Company each joint user or authorized user shall be liable to the Company for all charges incurred as a result of its use of the Company's service. Each joint or authorized user must submit to the designated Customer a letter accepting contingent liability for its portion of all charges billed by the Company to the designated Customer. This letter must specify that the joint or authorized user understands that the Company will receive a copy of the guaranty from the designated Customer. Unless supportive services are provided, the Customer shall be responsible for allocating charges to each joint user or authorized user.

3.5 Directory Assistance

3.5.1 Directory Assistance is available for all services. The Directory Assistance charge will be applied to each call for information as to any telephone number in the United States, Puerto Rico, and the U.S. Virgin Islands. The Directory Assistance charge applies to each call regardless of whether the requested Directory Assistance telephone number is furnished. In addition, Directory Assistance calls will not count toward, nor be calculated as part of, the Customers service volume discounts unless otherwise indicated. Directory Assistance customer calls may be placed with the assistance of an operator, and they may be billed to commercial credit cards.

3.5.2 A credit allowance will be given or the charge that would otherwise apply will be waived when:

(a) the Customer experiences poor transmission or is cut-off during the call to Directory Assistance;

(b) the Customer is given an incorrect telephone number by the Directory Assistance operator;

(c) the Customer has inadvertently misdialed and has reached Directory Assistance for the wrong area code. To obtain such a credit/waiver, the Customer must notify a Company customer service representative with twenty-four (24) hours.

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3. Rules and Regulations (cont'd)

3.5 Directory Assistance (cont'd)

3.5.3 Customers who are presubscribed to Company service and have been certified in writing to be unable to access or use a manual directory because of a visual or other physical impairment are eligible to receive a credit that will be applied against the per-call charge and any applicable operator-assistance surcharges specified in this tariff for domestic Directory Assistance calls made by dialing area code +555+1212. This certification must be made by a licensed physician, optometrist, appropriate federal or state agency, or appropriate approved private agency.

The written certification of visual or other physical impairment must be provided to a Company Customer Service Representative, or at the Company's election, proof of certification, as defined above, may be provided to, and maintained on file with, the Customer's Local Exchange Carrier.

Credits may be used by: (I) the visually or otherwise physically impaired customer: (ii) an organization established specifically for the purpose assisting the visually or otherwise physically impaired; or (iii) a business where all owner(s) and/or employees of the business on the premises at which a call originates have been certified as visually or otherwise physically impaired. Credits will apply only to Directory Assistance calls made by dialing area code+555+1212, that originate from and are billed to the telephone number of the certified visually or otherwise physically impaired person or organization. Only one telephone number per location is entitled to this credit. A maximum of fifty (50) Directory Assistance calls, including operator-assistance surcharges, per monthly billing period will be eligible for the credit.

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3. Rules and Regulations (cont'd)

3.6 Toll Free Service

Reserved for Future Use

3.7 Recording Conversations

3.7.1 Company services are not adapted to the use of recording devices to record two-way telephone conversations, or for other purposes, do so at their own risk. As used in this section, a two-way conversation is a telephone conversation between or among two or more parties. A Customer may use a recording only if the Customer is able to connect or disconnect the recording, or turn the recording device on or off, at will.

3.7.2 A Customer may record a two-way conversation only when the recording is:

(a) preceded by verbal or written consent of all parties to the conversation;

(b) preceded by verbal notification of the recording of the conversation, which notification is recorded at the beginning, and as a part of, the call; or

(c) accompanied by a distinctive recorder tone, repeated at intervals of approximately fifteen (15) seconds, to alert all parties to the conversation that a recording device is in use.

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3. Rules and Regulations (cont'd)

3.7 Recording Conversations (cont'd)

3.7.3 Broadcast licenses are exempt from the restrictions set forth in Section 3.7 when the licensee is recording the two-way conversation for broadcast and:

(a) the licensee informs each party to the conversation that the licensee intends to broadcast the conversation;

(b) each party to the conversation is aware that the conversation will be broadcast; or

(c) the other party or parties to the conversation may be presumed to be aware, from the circumstances of the conversation, that the conversation is likely to be broadcast; provided that such awareness may be presumed only when the other party to the conversation is associated with the licensee (such as an employee or part-time reporter) or the other party or parties to the conversation originate(s) and the conversation is obviously in connection with a program during which the licensee customarily broadcasts telephone conversations.

3.7.4 A Customer is exempt from the restrictions set forth in Section 3.7 when:

(a) recording incoming calls made to telephone numbers publicized for emergencies (such as 911) and outgoing calls made in immediate response to these incoming calls (including calls made to and from Department of Defense Command Centers and the Operations Center of the Nuclear Regulatory Commission);

(b) recording calls made for patently unlawful purposes (such a bomb threats, kidnap ransom requests, and obscene calls) and outgoing calls made in immediate response to these calls (including calls referred to the U.S. Secret Service that threaten the safety and security of the President of the United States, his or her immediate family, or the White House); or

(c) recording calls pursuant to an explicit and lawful order of a court issued to 18 U.S.C. Section 2516, as amended, or any equivalent successor provision.

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3. Rules and Regulations (cont'd)

3.8 Information Provider Data

A Service Bureau shall promptly furnish to the Company, and keep current on a continuing basis, the name, address, and Customer Service telephone number(s) of the Information Providers to whom it provides service. Where an Information Provider directly subscribes top Company service, it shall promptly furnish to the Company, and keep current on a continuing basis, its name, address, and Customer Service Telephone number(s).

3.9 Line Service

No provider of pay-per-call services subscribing to the Company's service in this tariff shall use automatic dialing devices which deliver a recorded message to the called party unless the device releases that called party's telephone line promptly but in no event longer than current industry standards.

3.10 Answer Supervision

Answer supervision must be provided when a Company service offering is connected to switching equipment or a Customer-provided communications system. The Customers equipment or system must provide answer supervision so that the measure of chargeable time that begins upon the delivery of the Customer's call to the switching equipment or to the equipment connected to the communications system and ends upon termination of the call by the calling party. If a Customer's communications system fails to promptly return to Company am idle (on-hook) state upon completion of the call, the Customer will be held responsible for all charges that responsible for all charges that result up until the time the Customer's communication system signals the Company's network that the call has been terminated or until such a time that the Company's own system terminates the call.

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3.11 Restrictions

Providers of pay-per-call services subscribing to Company transmission services, including 900 service, must comply with all requirements of (a) Title I and II of the Telephone Disclosure and Dispute Resolution Act (Pub.L No. 102-556) (TDDRA); and (b) all requirements of: the regulations presubscribed by the federal Communications Commission and Federal Trade Commission pursuant to those Titles. The Company shall terminate programs which utilize 900 service if the programs are not in compliance, following written notice to the provider. The provider shall be afforded a period of no less than seven (7) days and no more that fourteen (14) days during which a program may be brought into compliance. Programs not in compliance at the expiration of such period shall be terminated immediately.

3.12 Payment Arrangements

3.12.1 The Customer is responsible for payment of all charges for service furnished to the Customer or its joint or authorized users. This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer service or Customer provided systems, equipment, facilities, or services interconnected to the Customer's service, which use, misuse, or abuse may be occasioned by third parties, including, without limitation, the Customers' employees or other members of the public. The Company is not liable for any damages, including toll usage charges, the subscriber may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use if the subscriber's facilities includes, but is not limited to, the placement of calls from the subscriber's premises, and the placement of calls through subscriber-provided equipment which are transmitted or carriers on the Company network. The Company security department may work with subscribers to recommend possible solutions to reduce unauthorized use of its facilities. However, the Company does not warrant or guarantee that its recommendations will prevent all unauthorized use, and the subscriber is

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3. Rules and Regulations (cont'd)

3.12 Payment Arrangements (cont'd)

3.12.1 (cont'd)

responsible for controlling access to, and use of, its own telephone facilities. Non-recurring charges are payable when the service for which they are applied has been made available. If an entity other than the Company (e.g. another carrier or supplier) imposes charges on the Company, in addition to its own internal costs, those charges will be passed onto the Customer. Recurring charges which are fixed in amount and not dependent on usage are billed in advance. Except for usage charges the rate or volume discount level applicable to a Customer for a particular service or services shall be the rate or volume discount level in effect at the end of the monthly billing period applicable to the Customer for the particular service or service. The Customer agrees to pay the Carrier for all charges billed as a result of any use of the Customer's authorization code(s), whether such use is by Customer or by a third party in connection with a lost, stolen or misappropriated authorization code, or otherwise. It is the Customer's responsibility to inform the Company that an authorization code(s) has been stolen or lost.

3.12.2 Service is provided and billed on a monthly (30-day basis), beginning on the date that service becomes effective.

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3. Rules and Regulations (cont'd)

3.12 Payment Arrangements

3.12.3 Payment will be due upon receipt. Interest may be applied in accordance with Company-standard credit policy to any unpaid amount commencing thirty (30) days after the statement date.

3.12.4 If a Customer accumulates more that $500.00 of unpaid or disputed Toll Free service charges, the Company Resp Org reserves the right not to honor that Customer's request for a Resp Org change until such dispute is resolved or undisputed charges are paid in full.

3.12.5 In the event the Company incurs fees or expenses, including attorney's fees in collecting or attempting to collect any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

3.12.6 The Company's bills are payable upon receipt, unless the Company indicates on the invoice or a billing insert that the sum shown as due need not be paid, because of the smallness of the amount, until the balance reaches some specified amount; or the Company may do [illegible] Customers whose accounts show very small balances by withholding the issuance of an invoice until the amount due from the Customer reaches a level, which, in the Company's sole discretion, is deemed large enough to justify initiating the billing and collection process; or the Company may invoice low usage Customers every other month unless a Customer invoiced in such a manner requests monthly billing. When a bill is issued, amounts not paid within thirty (30) days after the date of invoice will be considered past due. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company, in its sole discretion, may require that such a Customer pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.

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3. Rules and Regulations (cont'd)

3.12 Payment Arrangements (cont'd)

3.12.7 Applicants for service or existing Customers whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit as a condition of service. The deposit requested will be in cash or the equivalent of cash, up to an amount equal to the applicable installation charges, if any, and/or up to three month's actual or estimated usage charges for service to be provided. Any applicant or Customer may also be required, at any time, whether before or after the commencement of service, to provide such other assurances of, or security for, the payment of the Company's charges for services to be provided as the Company deems necessary including, without limitation, advance payments for service, third party guarantees of payment, pledges, or other grants of security interest in the Customers' assets, and similar arrangements. The required deposit or other security may be increased or decreased by the Company as it deems appropriate in light of changing conditions and Customers usage pattern. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. Simple interest at the rate of six percent (6%) annually will be paid for the period during which the deposit is held by the Company, unless a different rate has been established by the appropriate legal authority in the jurisdiction in which the Company service in question is provided. At the Company's option, such deposit may be refunded to the Customer's account at any time. The Company also reserves the right to cease accepting and processing service orders after it has requested a security deposit and prior to the Customer's compliance with this request.

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3. Rules and Regulations (cont'd)

3.12 Payment Arrangements (cont'd)

3.12.8 For the purpose of billing, the start of service date is the activation date. The end of service date is the last day of the minimum notification period as described in Section 3.1.1.

3.12.8 If a Customer does not give the Company written notice of a dispute within sixty (60) days from the date the invoice was rendered, such invoice shall be deemed to be correct and binding on the Customer.

3.12.9 The charges set forth in this tariff contemplate installations made in normal locations and under normal working conditions. Any installations to be made under other circumstances are subject to additional charges.

3.12.10 Promotional and other credits offered by the Company in the marketing of its service cannot be assigned, but must be used by the person to whom they were offered and who earned them in strict accordance with the terms of the offers. In the event that a customer has been awarded a promotional credit for subscribing to the Company and does not use the service within twelve (12) months following the date of the Customer's service order, the Company may cancel the credit from the Customer's account unless otherwise stated in the specific promotion.

3.12.11 All charges for service are exclusive of applicable federal, state, local taxes, and tax-related surcharges.

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3. Rules and Regulations (cont'd)

3.12 Payment Arrangements (cont'd)

3.12.12 If a Customer whose account has been closed has a credit balance showing, the Company will transfer the credit to another account of the Customer, if there is one, or will mail a check for the balance to the Customer if it believes it has a valid and current address. If the Company is not certain that it has a valid and current address, it will include a notice with the final invoice, which will be mailed to the Customer's last known address, asking the Customer to verify the address so that it can make a refund, or it will write to the Customer at that address and request verification. Such verification can be made by calling a designated telephone number or by writing to a specified address. Upon receiving verification, a check for the balance will be mailed. If the final invoice or the notification letter is returned by the post office as undeliverable, or if no response is received within thirty (30) days of mailing, the Company as its option may begin applying a closed account maintenance charge of $2.50 per month in the second monthly billing period following the month in which the account was closed, and will continue to apply that charge until the Customer requests a refund in writing or the balance is exhausted.

3.12.13 From time to time, the Company will grant credits against usage or recurring charges in an amount not to exceed $1000.00 per Customer or account, per monthly billing period, whenever the Company determine, in its sole discretion, that such a credit is warranted due to consideration or disputes involving the delivery of past service to the Customer or account receiving the credit.

3.12.14 In lieu of the Customer receiving applicable volume discounts and/or promotional credits on a monthly invoice, the Company may, in its sole discretion, utilize other forms of payment.

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3. Rules and Regulations (cont'd)

3.12 Payment Arrangements (cont'd)

3.12.15 In the event payment is made by check and the Customer's check is not honored by the institution on which it was drawn, the Company will impose, and the Customer will be required to pay, a $15.00 fee, in addition to other tariff, legal, and equitable remedies available to the Company.

3.12.16 If the Company disconnects a Customer's service for non-payment of past due amounts, the Customer's service will remain disconnected until such time as the Company receive payment for all past due amounts and confirms the availability of sufficient funds to satisfy the amount of payment.

3.12.16 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed.

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3. Rules and Regulations (cont'd)

3.12 Payment Arrangements (cont'd)

3.12.17 A surcharge will be imposed on all Customer's charges for outbound service originating at, or inbound service terminating at, addresses in states which levy, or assert a claim of right to levy: a) gross receipts tax on the Company's operations in any such state; or b) a tax on interstate access charges incurred by the Company for access to telephone exchanges in that state; or c) an ad valorem tax on the Company's interstate property located in that state. This surcharge is based, respectively, on the Company's: a)gross receipts or revenues in that state; and/or, b) payment of interstate access charges in that state; and/or, c) property located in that state and used by the Company to provide interstate service. The surcharge for (c) is derived by using the ratio of interstate revenue in that state to total revenue, multiplied by total ad valorem taxes imposed during the current calendar year and are listed below. The surcharge will be shown as a separate line item on the Customer's invoice.

STATE	SURCHARGE
KY	0.9780%

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3. Rules and Regulations (cont'd)

3.13 Special Access Surcharge

3.13.1 A monthly special access surcharge, required by the Local Exchange Carrier (LEC), applies to each local channel termination associated with Channel Service and Foreign Exchange Service Capability. This monthly surcharge is applicable when the local channel is connected to a PBX or equivalent device which is capable of interconnecting the Channel Service or Foreign Exchange Service Capability with local exchange service. When analog or digital high capacity facilities interconnect with the local exchange network, the special access surcharge is applied on a per voice grade equivalent circuit basis as shown in the following example:

Basic Digital Facility		Voice Grade Equivalent		Monthly Surcharge
Circuits	X	$25		Per Circuit
Group		12 X $25	=	$300.00
DS1		24 X $25	=	$600.00

3.13.2 The special access surcharge applies on each local channel termination installed whether the interconnection capability exists in the Customer's premise equipment or in a Centrex CO type switch.

3.13.3 The Customer may be exempt from the monthly special access surcharge if:

(a) The Customer certifies in writing that the local channel terminated is a device not capable of interconnecting the service with the local exchange network; or

(b) The Customer certifies that the local channel termination, by nature of its operating characteristics, could not make use of LEC common lines; or

(c) The Customer certifies that the local channel is connected to a LECs switched access service that is subject to carrier line charges.

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3. Rules and Regulations (cont'd)

3.13 Special Access Surcharge

3.13.4 The certification will be in the form of a written notification to the Company. The notification may be provided:

(a) At the time the service is ordered;

(b) At such time as the service is re-terminated to a device not capable of interconnecting to the local exchange network; or

(c) At such time as the local channel becomes associated with a switched access service that is subject to carrier common line charges.

3.13.5 If a written certification is not received at the time an order for new service is placed, the special access surcharge will be applied. The Company will cease billing the special access surcharge and the exempt status become effective on the date the certification is received by the Company on services in place. If the Company charged the Customer prior to the receipt of the exemption certification, the Company will credit the Customer's account, not to exceed ninety (90) days, based on the effective date of the change specified by the Customer in the letter of certification.

3.14 Gross Receipts and Other Taxes

A surcharge will be imposed on all charges for outbound service originating at, or inbound service terminating at, addresses in states which levy, or assert as claim if right to levy, a gross receipts tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state. This surcharge is based on the particular state's receipts tax and other states receipts taxes imposed directly or indirectly upon the Company by virtue of and measured by the gross receipts or revenues in that state and/or payment of interstate access charges in that state. The surcharges will be shown as a separate line item on the Customer's notice.

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3. Rules and Regulations (cont'd)

3.15 Telecommunications Service Priority Provisioning and Restoration of Service

The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations which specifies the prioritization for such activities.

3.16 Inspection

The Company may, upon reasonable notice, make such tests and inspections, as may be necessary to determine that the requirements of this tariff are being complied with in the installation, operation, or maintenance of the Customer's service. The Company may interrupt the type service at any time, without penalty to the Company, because of departure from any of these requirements.

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3. Rules and Regulations (cont'd)

3.17 Cancellation for Cause by the Company (See Section 3.2 for cancellation by customer)

3.18.1 The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability, immediately and without notice if the Company deems, in its sole discretion, that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. In the case of non-payment, five (5) days notice will be provided to a customer by The Company. The Company may discontinue service pursuant to this subsection if:

(a) The Customer refuses to furnish information to the Company regarding the Customer's creditworthiness, its past or current use of common carrier services, or its planned use of service(s);

(b) The Customer provided false information for the Company regarding the Customer's identity, address, creditworthiness, past or current use of common carrier communications services, or its planned use of Common Carrier service(s);

(c) The Customer states that it will not comply with a request by the Company for security for the payment for service(s) in accordance with Section **3.12.7** above or either the Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's services to which the Customer subscribes or had subscribed or used:

(d) The Customer either a) accesses the Company service by dialing the Company's Carrier Identification Code (CIC), or b) having presubscribed to the Company's service has had its account(s) canceled and has been removed from the Company's billing system and is being billed for its subsequent use of the Company's network by the local exchange carrier, and either refuses to pay when billed for the Company service(s) or indicates to the Company or its billing agent that it will not pay for Company service(s) used by it; or

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3. Rules and Regulations (cont'd)

3.17 Cancellation for Cause by the Company (cont'd)

3.17.1 (cont'd)

(e) A subscriber to the Company who accesses the service by use of an authorization code has not used the service (with the exception of calls to Directory Assistance) for ninety (90) days;

(f) Upon written notice to the Customer's billing address or notice to the Customer who is a subscriber to the Company's Calling Card service who has not used the service (with the exception of calls to Directory Assistance) for one-hundred eighty (180) days. In such case, the Company may deactivate the Customer's card to reduce the risk of unauthorized use. If the Customer wishes to renew usage of the service (e.g. upon returning from a vacation home), the Company will promptly supply a new card;

(g) The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service:

(h) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariff charges for the service:

(1) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff;

(2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices, or any other fraudulent means or devices.

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3. Rules and Regulations (cont'd)

3.17 Cancellation for Cause by the Company (See Section 3.3 for cancellation by customer)

3.17.2 Upon written notice to the Customer of any sum thirty (30) days past due, the Company may immediately cancel service pursuant to this section with five (5) days notice to the customer; or

3.17.3 Immediately upon written notice to the Customer, after failure of the Customer to comply with a request by the Company for security for the payment of service in accordance with Section **3.12.7** above for ten (10) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that ten (10) day period, the Company may immediately cancel service pursuant to this section; or

3.17.4 The Company may, without notice, cancel service pursuant to this section without notice, if the Customer's account has shown no usage for six (6) consecutive months;

3.17.5 The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges, dues and owings for service(s) furnished up to the time of discontinuance. In the event the Company cancels the Customers service for cause, and the Customer is committed to a term or other plan for which charges apply the Customer will be obligated to pay, as though it had terminated service early for its own convenience.

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3. Rules and Regulations (cont'd)

3.18 Testing and Adjusting

Upon reasonable notice, the service provided by the Company shall be made available to the Company for such tests and adjustments as the Company deems necessary to maintain it in satisfactory condition.

3.19 Terminal Equipment

3.19.1 Terminal equipment, such as teleprinters, handsets, or data sets at the premises of the Customer and between such premises and the Company terminals, shall be furnished by and maintained at the expense of the Customer, except as otherwise provided.

3.19.2 The characteristics of equipment at either end of the channel shall be such that its connection to the channel complies with the minimum protection criteria set forth below, and does not interfere with services furnished to other Customers. Additional protective equipment, where required, shall be provided and maintained at the Customer's expense.

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3. Rules and Regulations (cont'd)

3.19 Terminal Equipment (cont'd)

3.19.3 When services using local exchange carrier voice grade facilities are terminated in Customer-provided terminal equipment, channel derivation devices, or communications systems, the Customer shall comply with the minimum protective criteria set forth below.

3.19.3.1 When the facilities furnished under this tariff are used in common with local exchange carrier services, it is necessary, in order to prevent excessive noise and crosstalk, that the power of the signal applied to local exchange lines be limited. A single valued limit for all applications cannot be specified. Therefore, the power of the signal in the band above 300 Hertz which may be applied by the Customer-provided equipment at the point of termination will be specified by the Company for each application.

3.19.3.2 To protect the telecommunications services from interference at frequencies which are above the band of service provided, the Company will specify the acceptable signal power in the following bands to be applied by the Customer-provided equipment or communications systems at the point of termination to insure that the input to local exchange carrier facilities does not exceed the limits indicated:

(a) The power in the band from 3995 Hertz to 4005 Hertz shall be at least 18 dB below the power of the signal as specified in Section **3.19.4**

(b) The power in the band from 4000 Hertz to 10,000 Hertz shall not exceed 16 dB below one milliwatt.

(c) The power in the band from 10,000 Hertz to 25,000 Hertz shall not exceed 24 dB below one milliwatt.

(d) The power in the band from 25,000 Hertz to 40,000 Hertz shall not exceed 36 dB below one milliwatt.

(e) The power in the band above 40,000 Hertz shall not exceed 50 dB below one milliwatt.

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3. Rules and Regulations (cont'd)

3.19 Terminal Equipment (cont'd)

3.19.4 Where in connection via Customer-provided terminal equipment or communications systems to a Message Telecommunications Service or a WATS service, to prevent the interruption or disconnection of a call, or interference with network control signaling, it is necessary that the signal applied by the Customer-provided equipment to the interface at no time have energy solely in the 2450 Hertz to 2750 Hertz. If signal is in the 2450 to 2750 Hertz, it must not exceed the power present at the same time in the 800 to 2450 Hertz Band.

3.19.5 Where such Customer-provided equipment or communications systems applies signals having components in the spectrum 300 Hertz, excluding ringing signals, the currents and voltages (including all harmonics and spurious) at the interface shall not exceed the limits indicated in Sections 3.20.5.1 through 3.20.5.4 following:

3.19.5.1 The maximum rms. (root-means-square) value, including DC and AC components, of the current per conductor will not exceed .035 ampere.

3.19.5.2 The magnitude of the peak of the conductor or ground voltage shall not exceed 70 volts.

3.19.5.3 The conductor voltage shall be such that the conductor ground voltage limit in .10 proceeding is not exceeded. If the signal source is not grounded, the voltage limit in .0342 preceding applies to the conductor to conductor voltage.

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3. Rules and Regulations (cont'd)

3.19 Terminal Equipment (cont'd)

3.19.5 (cont'd)

3.19.5.4 The total weighted rms. Voltage within the band from 50 Hertz to 300 Hertz shall not exceed 100 volts. The total weight rms. Is the square root of the sum of the products times the square of the rms. Voltage of the individual frequency components.

3.19.5.5 The weighting factors are as indicated:

For Frequencies Between	Weight Factor
50 Hertz and 100 Hertz	f 2/104
100 Hertz and 300 Hertz	f33/106.6

3.19.5.6 The Customer is responsible for all costs, which may include the expenses of Customer personnel, electrical power, etc. at the Customer's premises in the provision of the service described herein.

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3. Rules and Regulations (cont'd)

3.20 Systems Security

3.20.1 Where Customers are permitted access to the Company's computer systems and date for the purpose of managing and maintaining their telecommunications services, they will comply with the following:

(a) Customers may access the Company's systems only to the extent required by an incident to administer and manage the Customer's telecommunications systems.

(b) Customers may not disclose or use information which may be learned as a consequence of access to Company systems except as may be directly required to ensure the proper operations of the Customer's telecommunications systems. Customers must take all reasonable precautions to prevent any other person or entity who does not have a need to know from acquiring such information.

(c) Customers shall not in any manner or form disclose, provide, or otherwise make available, in whole or in part, Company documentation, any related material or any other confidential material except to those who have a need to know incident to the use of Company services. All documentation shall remain the property of the Company and may not be copied, reproduced, or otherwise disseminated without the prior written permission of the Company.

(d) Customers shall take all responsible precautions to maintain the confidentiality of all Company documents. Such precautions shall include the use of Personal Identifications Numbers (PINs) and passwords selected by and known only to the Customer's individual authorized users. Company telephone numbers and dial-up access number(s) assigned to Customers by the Company, PINs, or any aspect of access and sign-on methodology shall not be posted or shared with others under any circumstances. Customers shall follow normal logoff procedures prior to leaving a terminal unattended. Customers should report any known or suspected attempt by others to gain unauthorized access.

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3. Rules and Regulations (cont'd)

3.20 Systems Security (cont'd)

3.20.2 In the event that a security access device assigned to a Customer for dial-up access is lost, stolen, or misplaced, the Customer must notify the Company immediately. Access to information beyond that authorized may result in civil and/or criminal penalties.

3.21 Allowance for Interruptions

3.21.1 Except as provided for in Section **3.4** above, which pertain to Directory Assistance, the following credit allowances for interruptions of Company services will be made:

(a) Except as provided , for elsewhere in this tariff, credit allowances will be made for interruptions associated with those Company services for which charges are specified on the basis of per minute of use, or on usage of a fraction of a minute, and in which there may be interruption of an individual call, due to a condition in the Company's shared interexchange facilities or in shared access or termination facilities provided by other carriers, where the interruption can be remedied by redialing the calls. A credit allowance will be made for that portion of a call which is interrupted due to poor transmission (e.g. noisy circuit) quality, one-way transmission (one party is unable to hear the other) or involuntary disconnection caused by deficiencies in the Company's service. A Customer may also be granted credit for reaching a wrong number. To receive a credit, the Customer must notify a Company Customer Service Representative and furnish information, including the called number, the service subscribed to, the difficulty experienced, and the approximate time the call was placed, Credit allowances will not be made for a) interruptions not reported to the Company within twenty-four (24) hours, or b) interruptions that are due to the failure of power, equipment, systems, or services not provided by the Company. If the Customer elects to use another means of communications after one of the above interruptions, or during a period when he or she is unable to place a call over the Company, the Customer must pay the charges for the alternative service used.

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3. Rules and Regulations (cont'd)

3.21 Allowance for Interruptions (cont'd)

(b) An interruption period begins when the Customer reports to the Company that the service has been interrupted and releases it for testing and repair. An interruption period ends when the service is operative again. If the Customer reports the service to be inoperative but declines to release it for testing and repairs, the service is deemed to be impaired, but not interrupted. The Company may deny a Customer's request for credit where notification of alleged inferior, or inadequate service has not been received by the Company's Customer Service Department within twenty-four (24) hours of the occurrence. Credit will be allowed only for disabled portions of the service.

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3. Rules and Regulations (cont'd)

3.21 Allowance for Interruptions

(c) Where a call has been disconnected, the Customer will be given a credit allowance equivalent to the charge for the initial minute of the call made to reestablish communications with the other party. Where a call has been interrupted by poor transmission or one-way transmission, the Customer will be given a credit allowance equivalent to the charge for the initial minute of a call made to continue communicating with the other party to the interrupted call. A Customer who has reached a wrong number will be given a credit allowance to the charge for the initial minute of the wrong number if he or she reports the situation, within twenty-four (24) hours to a Company Customer Service Representative.

(d) For all of the Company's services which involve dedicated access, dedicated interexchange transmission and/or dedicated termination, for which monthly recurring charges are applied, which are interrupted for more than an individual call and cannot be remedied by redialing the call except as provided in Section 3.23 below, the Customer will be given a credit allowance for an interruption of two consecutive hours or more, in accordance with the following:

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3. Rules and Regulations (cont'd)

3.22 Outage Credit

3.22.1 For the purpose of this tariff, all months contain thirty (30) days. Services offered by the Company are on a twenty-four (24) hours per day, seven (7) days per week basis unless specifically stated otherwise.

3.22.2 For purposes of credit computations, every month shall be considered to have seven hundred twenty (720) hours.

3.22.3 The Customer shall be credited for an interruption of service on a prorated basis for the facilities affected for each period of two (2) hours or additional major fraction thereof. The prorated credit will be based on the monthly recurring charge of the affected Company circuit(s).

3.22.4 No credit allowance will be made for:

a) Interruptions by the negligence of the Customer or others authorized by the Customer to use the Customer's service.

b) Interruptions due to the failure of power, equipment, systems, or service not provided by the Company.

c) Interruptions during any period during which the Company or its agents are not afforded access to the premises where access lines are associated with the Customer's service are terminated.

d) Interruptions during any period when the Customer or user has released the service to the Company for maintenance or rearrangement purpose, or for the installation of a Customer order.

e) Interruptions during the period when the Customer elects not to release the service for testing or repair and continues to use it on an impaired basis.

f) Non-completion of calls due to network busy conditions or interruptions not reported to the Company.

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3. Rules and Regulations (cont'd)

3.23 Interconnection with Other Carriers

3.23.1 Service furnished by the Company may be connected with services or facilities of another participating carrier. Such interconnection may be made at a Company terminal or entrance site, at a terminal of another participating carrier, or at the premises of a Customer, joint user, or authorized user. Service furnished by the Company is not part of a joint undertaking with other such carriers.

3.23.2 Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and other participating carriers shall be provided at the Customer's expense. Upon Customer request and acting as the Customer's authorized agent, the Company, in its discretion, may attempt to make the necessary arrangements for such interconnections.

3.23.3 Service furnished by the Company may be connected with our facilities or services of other participating carriers under the terms and conditions of the other participating carriers as applicable to such connections.

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3. Rules and Regulations (cont'd)

3.24 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable effort based on the request of the Customer. Special construction is that construction undertaken that:

(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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3. Rules and Regulations (cont'd)

3.25 Third Party Marketing Promotion

3.25.1 The Company may from time to time enter into agreements with third parties to market Company services. Subsequent to entering into such agreements, the Company may pay commission to the third party marketing entity for qualifying monthly usage revenues generated by the Company Customers to whom the third party has marketed Company service(s). The actual level of commissions to be paid will be dependent on the nature and extent of activities engaged in by the third party on the Company's behalf, including, without limitation, initial sales efforts, order coordination and processing, customer service, service problem determination and resolution, billing coordination, billing dispute resolution, and the collection or guarantee of collection of the amounts billed to the Company Customers enrolled by the third party. The commission payments may be remitted by the third party, in whole or in part, and in its sole discretion, to Customers to whom it has marketed Company service(s).

3.25.2 Within a Third Party Marketing Promotion, the Company may waive its portion of installation charges on voice and data basic digital service and switched services until such time as the Customers DAL services is installed and made available.

3.26 Dedicated Service

3.26.1 Upon request and signing up for one of the Company's dedicated access line services (DAL), the DAL Customer will have the option of utilizing one of the Company's switched services until such time as the Customer's DAL service is installed and made available.

3.26.2 The Company will then credit the Customer the difference between the switched product rates and the applicable DAL rates after the DAL service is installed and in billing. The credit would only be for the period beginning with the first date the Customer is willing to accept installation of the DAL and the actual date the DAL is installed. The credit will be given on the Customer's second month's DAL bill received from the Company.

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3. Rules and Regulations (cont'd)

3.27 Schools and Libraries Discount Program

3.27.1 General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered in this tariff at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997. The Rules are codified at 37 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

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3. Rules and Regulations (cont'd)

3.27 Schools and Libraries Discount Program (cont'd)

3.27.2 Regulations

Obligation of eligible schools and libraries:

3.27.2.1 Requests for service:

(a) Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.

(b) Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.

(c) Services requested will be used for educational purposes.

(d) Services will not be sold, resold or transferred in consideration for money or any other thing of value.

3.27.2.2 Obligations of the Company:

(a) The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff.

(b) The Company will offer services to eligible schools, libraries, and consortia at prices no higher than the lowest price it charges to similarly situated non-residential Customers for similar services (lowest corresponding price).

(c) In competitive bidding situations, the Company may offer flexible pricing or rates other than in this tariff, where flexible pricing arrangements are allowed.

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3. Rules and Regulations (cont'd)

3.27 Schools and Libraries Discount Program (cont'd)

3.27.3 Discounted Rates for Schools and Libraries

3.27.3.1 Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to the application of a discount.

3.27.3.2 The discount rate will be applied to all commercially available telecommunications services purchased by eligible schools, libraries or consortia.

3.27.3.3 The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either urban or rural area.

3.27.3.4 The discount matrix for eligible schools, libraries, and consortia can be found below in Section **3.27.4** of this tariff.

3.27.4 Schools and Libraries Discount Matrix

% Of Students Eligible For National School Lunch Program	% Of US Schools	Urban Discount	Rural Discount
<1%	3%	20%	25%
1% - 19%	31%	40%	50%
20% - 34%	19%	50%	60%
35% - 49%	15%	60%	70%
50% - 74%	16%	80%	80%
75% - 100%	16%	90%	90%

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3. Rules and Regulations (cont'd)

3.24 Special Construction

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

(a) **where Company facilities are not presently available, and Company agrees to construct those facilities;** (T) (T)

(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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4. Domestic Services (cont'd)

4.2 Prepaid Calling Card (cont'd)

4.2.2 Per Call Surcharge:

The following surcharge will be assessed on each call made (regardless of the length of the call or location from which the call is made) using a NEXTLINK prepaid card under Options A, B or C which originates in the contiguous United States and the following non-contiguous U.S. regions; including Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Guam, Northern Marianas and American Samoa.

	Option A	Option B	Option C
Each Call	$0.49	$0.49	$0.59

4.2.3 Payphone Surcharge

The following surcharge will be assessed on each call made (regardless of the length of the call) from a payphone using a NEXTLINK prepaid card under Options A, B or C which originates in the contiguous United States and the following non-contiguous U.S. regions; including Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Guam, Northern Marianas and American Samoa

	Option A	Option B	Option C
Each Call	$0.30	$0.30	$0.30

4.2.4 Expiration of Prepaid Cards

NEXTLINK's prepaid cards will expire on the date specified on the card or package in which the card is included.

4.2.5 Directory Assistance

A charge of $1.25 will be assessed for each call requesting Directory Assistance.

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4. Domestic Services (cont'd)

4.2 Prepaid Calling Card (cont'd)

4.2.6 Conditions of Service

A. Only the entity in whose name the original qualifying purchase was made shall be deemed to be the Customer. Related entities, such as affiliates and subsidiaries, spouses and relatives, shall not be treated as the customer.

B. Calls to 500, 700, 800, 877, 888, 900 and 950 numbers will not be completed using the NEXTLINK prepaid card.

C. Neither NEXTLINK nor any of its authorized agents or contractors shall be liable or responsible for theft, loss or unauthorized use of any NEXTLINK prepaid cards or card numbers. NEXTLINK will not refund or issue credit for any unused value on any NEXTLINK prepaid card.

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4. Domestic Services (cont'd)

4.1 Gold and Platinum Service (cont'd)

4.1.1 Usage Rates (cont'd)

NEXTLINK Platinum is an On-Net service where NEXTLINK is the provider of dial tone. NEXTLINK Gold is an Off-Net service where the local dial tone is provided by a LEC other than NEXTLINK.

4.1.1.1 Standard Rates for Inbound and Outbound Services:

Platinum Rate	$0.125
Gold Rate	$0.148

(M)

4.1.2 Access Lines

Where NEXTLINK is not the provider of special access to the customer, NEXTLINK may, at the customer's request and where available, order such access from the applicable LEC. In such cases NEXTLINK reserves the right to charge that end user, in lieu of NEXTLINK's tariffed access rates, a rate equal to the rates charged by the applicable LEC to NEXTLINK, including any adjustments to such charges necessary to reflect any rate changes instituted by the applicable local exchange carrier.

4.1.3 Payphone Surcharge

A payphone surcharge will be charged for all originating payphone traffic including local, calling card, toll-free switched and dedicated services traffic, and any 10-10-XXX-0-plus dial around service traffic.

Per Call $0.30

4.1.4 Directory Assistance

Customer's placing a Directory Assistance call as Gold and Platinum Service Customers will be charged a rate of $0.65 for each call. Customer's placing a Directory Assistance call as Gold and Platinum Service Customers using their Calling Card will be charged a rate of $1.05 for each call.

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NEXTLINK Long Distance Services, Inc.
Doug Kinkoph
Two Easton Oval
Columbus, OH 43219

4. Domestic Services (cont'd)

(M)

4.1 Gold and Platinum Service (cont'd)

4.1.5 Calling Card Service

The Company Calling Card Service is provided to Customers for use when away from their established service locations. The Company will issue Company Calling Cards that will allow Customers to place telephone calls and to reoriginate calls, a feature which allows a Customer to place a new call without hanging-up and re-dialing the toll free access number. Access to NEXTLINK's Calling Card is gained by dialing a Company-designated toll free access number (e.g. 800-NXX-XXXX) and then entering a 10 digit account number plus a four digit personal identification number (PIN) and the called telephone number.

4.1.5.1 Rates

Rates for this Section 4.1.5.1 are usage sensitive and billed with an initial billing period of eighteen (18) second and six (6) second increments thereafter. The duration of each call for bill purposes will be rounded off to the nearest highest increment. Fractional cents will be rounded off to the nearest higher cent. There will be a minimum charge of $0.01 per call. The following rates apply on a per minute basis to all Company Calling Card calls originating and terminating within the State.

Company Calling Card Rate = $0.20 Per MOU

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Doug Kinkoph
Two Easton Oval
Columbus, OH 43219

4. Domestic Services (cont'd)

4.1 Gold and Platinum Service (cont'd)

(M)

(D)

(T)

4.1.5.2 Optional Features

4.1.5.2.1 Flex Routing

(T)

This feature is available by dialing *3. This feature is a customized application, which will route the cardholder to a pre-designated application within the carrier's network.

Per Routed Call: $0.25 Per Minute of Use

(N)

4.1.6 Accounts Codes

	MRC	NRC
Verified Account Codes (1-100)	$10.00	$25.00
Verified Account Codes (per 100 after first 100	$10.00	$25.00

(N)

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4. Domestic Services (cont'd)

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4.2 PRIVATE LINE SERVICE

DS-1 service is a digital transmission facility of 1.544 Mbps with a capacity of up to 24 analog or digital channels. This service supports voice, analog data, digital data and video. DS-3 service is a digital transmission facility of 44.736 Mbps with a capacity of up to 28 DS-1 channels or 672 voice, analog data, digital data channels. The facilities to the customer premises may be entirely on or off net, or a combination thereof. Customers may commit to one, two, or three year terms. If Customer terminates service before the term commitment expires, Customer is responsible for the full payment of the greater of the minimum monthly revenue commitment or the monthly recurring charges times the number of months remaining in the contract. The pricing outlined below does not include the applicable local loop charges.

4.2.1 DS-1 Transport Rates

4.2.1.1 Rates for Off-Net Customers - one or both ends of circuit terminates at a location off of NEXTLINK's network.

Minimum Monthly Revenue Commitment $250.00

	One Year	Two Year	Three Year
Installation (non-recurring)	$500.00	$500.00	$500.00
Channel Mileage Monthly Recurring Charge Per DS0 Mile	$.099	$.096	$.091

4.2.1.2 Rates for On-Net Customers - both ends of circuit terminate on NEXTLINK's network.

Minimum Monthly Revenue Commitment $250.00

	One Year	Two Year	Three Year
Installation (non-recurring)	500.00	$500.00	$0.00
Channel Mileage Monthly Recurring Charge Per DS0 Mile	$.080	$.075	$.070

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4. Domestic Services (Cont'd)

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4.2 PRIVATE LINE SERVICE (Cont'd)

4.2.1 DS-1Transport Rates (Cont'd)

4.2.1.3 Rates for "Forward" Customers - both ends of circuit anticipated to terminate on NEXTLINK's network within 24 months of service start date.

Minimum Monthly Revenue Commitment $250.00

	One Year	Two Year	Three Year
Installation (non-recurring)	Not Available	$500.00	$0.70
Channel Mileage Monthly Recurring Charge Per DS0 Mile	Not Available	$.075	$.070

4.2.1.4 Other non-recurring charges

Cancellation prior to install	$100.00
Cancellation during install, prior to acceptance	$300.00

4.2.2 DS-3 Transport Rates

4.2.2.1 Rates for Off-Net Customers - one or both ends of circuit terminate at a location off of NEXTLINK's network.

Minimum Monthly Revenue Commitment $2,000.00

	One Year	Two Year	Three Year
Installation (non-recurring)	$2,000.00	$2,000.00	$2,000.00
Channel Mileage - Monthly Recurring Charge Per DS0 Mile	$.04	$.042	$.040

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Two Easton Oval
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4. Domestic Services (Cont'd) (T)

4.2 PRIVATE LINE SERVICE (Cont'd)

4.2.2 DS-3 Transport Rates (Cont'd)

4.2.2.2 Rates for On-Net Customers - both ends of circuit terminate on NEXTLINK's network.

Minimum Monthly Revenue Commitment $2,000.00

	One Year	Two Year	Three Year
Installation (non-recurring)	$2,000	$2,000	$0.00
Channel Mileage Monthly Recurring Charge Per DS0 Mile	$.040	$.036	$.033

4.2.2.3 Rates for "Forward" Customers - both ends of circuit anticipated to terminate on NEXTLINK's network within 24 months of service start date.

Minimum Monthly Revenue Commitment $2,000.00

	One Year	Two Year	Three Year
Installation (non-recurring)	Not Available	$2,000	$2,000
Channel Mileage Monthly Recurring Charge Per DS0 Mile	Not Available	$.036	$.033

4.2.2.4 Other non-recurring and monthly recurring charges

Non-recurring charges

Cancellation prior to install	$100.00
Cancellation during install, prior to acceptance	$300.00

Monthly Recurring Charge

3-1 Mux	$500.00

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4. Domestic Services (Cont'd) (T)

4.2 PRIVATE LINE SERVICE (Cont'd)

4.2.3 OC-3 Transport Rates

4.2.3.1 Rates for Off-Net Customers - one or both ends of circuit terminate at a location off of NEXTLINK's network.

Minimum Monthly Revenue Commitment ICB

	One Year	Two Year	Three Year
Installation (non-recurring)	$5,000.00	$5,000.00	$5,000.00
Channel Mileage - Monthly Recurring Charge Per DS0 Mile	ICB	ICB	ICB

4.2.3.2 Rates for On-Net Customers - both ends of circuit terminate on NEXTLINK's network.

Minimum Monthly Revenue Commitment ICB

	One Year	Two Year	Three Year
Installation (non-recurring)	$5,000.00	$5,000.00	$00.00
Channel Mileage - Monthly Recurring Charge Per DS0 Mile	ICB	ICB	ICB

4.2.3.3 Rates for "Forward" Customers - both ends of circuit anticipated to terminate on NEXTLINK's network within 24 months of service start date.

Minimum Monthly Revenue Commitment ICB

	One Year	Two Year	Three Year
Installation (non-recurring)	Not Available	$5,000.00	$5,000.00
Channel Mileage Monthly Recurring Charge Per DS0 Mile	Not Available	ICB	ICB

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4. Domestic Services (Cont'd)

4.2 PRIVATE LINE SERVICE (Cont'd)

4.**2.3** OC-3 Transport Rates (Cont'd)

4.2.3.4 Other non-recurring and monthly recurring charges

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Non-recurring charges	
Cancellation prior to install	$150.00
Cancellation during install, prior to acceptance	$600.00

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4. Domestic Services (Cont'd)

4.3. Dedicated Long Distance

Dedicated Long Distance provides Customer, where technically feasible, with a dedicated facility from the Customer premise to Company's interexchange point of presence. To be eligible for this product, Customer must agree to a minimum annual commitment level of at least $3,600. Elements included in determining the annual commitment level are:

Local Line monthly recurring charges, excluding taxes and surcharges;
Local usage;
Intrastate, interstate, and international long distance usage;
Calling card usage;
International toll-free usage;
Internet service,
DSL services,
CAP services,
Conference calling services,
Private line service

If the Customer terminates agreement before its expiration date, Customer is liable for any unfulfilled annual commitment amounts for each partial and entire year remaining in the contract term. The rates and charges described below do not include the applicable local loop charges.

The duration of each call for billing purposes will be rounded up to the nearest increment. Calls are billed in six second increments. Fractional cents will be rounded to the nearest cent using natural rounding, however, there will be a minimum charge of $0.01 per call. Per minute charges and the discount schedule apply to outbound (1+) and inbound (toll-free) calls.

Intrastate Long Distance Rate	$0.125

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4. Domestic Services (Cont'd)

4.3. Dedicated Long Distance (Cont'd)

4.3.1 Special Features:

Customer may also choose any number of special features for the rates indicated:

	MRC	NRC
Verified Account Codes (1-100)	$10.00	$25.00
Verified Account Codes(per 100 after first 100)	$10.00	$25.00
Changes to Verified Account Codes, per change	N/A	$30.00
Toll Free Number – per number	$1.50	$N/A
Toll Free Number Directory Listing (1-4 listings)	$10.00	$20.00
Toll Free Number Directory Listing (5-10 listings)	$15.00	$25.00
Toll Free – Real Time ANI (Allows Customer to receive party's telephone number as a component of the call set-up.)	$100.00	$200.00
Toll Free – Digital Number Identification Service (Allows Customer with multiple toll free numbers at the same location to identify and dynamically route the special toll free numbers to a different point of termination.)	$35.00	$75.00
Toll Free – Call Blocking/Area Code (per change) (Allows Customer to specify areas from which toll calls can or cannot originate. Customer can block access by country, state, LATA or NPA.)	N/A	$100.00
Toll Free – Overflow to Dedicated (Allows Customer to control potential congestion of calls by sending overflow to a pre-determined dedicated access trunk. The dedicated long distance per minute rate above applies to these calls.)	N/A	$50.00
Toll Free – Overflow to Switched (Allows Customer to control potential congestion of calls by sending overflow to a pre-determined switched access trunk. The per minute rate for these calls is found in Section 2.0.1.1 of this tariff.)	N/A	$50.00

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5. Operator Assistance: Rates apply on a per call basis.

	Automated	Live Operator
Directory Assistance	$0.65	
Credit Card/Calling Card	$0.50	$1.50
Station to Station	$1.30	$2.00
Person to Person	$1.30	$2.50
Collect Calls	$0.65	$1.50
Third Number Billed	$0.65	$1.50
Calling Card Station-to-Station	$1.05	
Calling Card Person-to-Person	$4.95	

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6. Promotions

6.1 Satisfaction Guarantee Promotion

NEXTLINK is offering the following promotional Satisfaction Guarantee to new customers purchasing services on or before December 31, 2000. This offer is available to a New Customer, which is defined as a Customer who has not subscribed to any NEXTLINK service during the one year period prior to subscribing to new NEXTLINK service. Pursuant to this promotion, a New Customer may cancel its new Service, without incurring contractual penalties, within three (3) months of the Service installation date if the New Customer is not completely satisfied with the Services provided by NEXTLINK. (A month is equal to 30 calendar days.) In order to be eligible for this promotion, a New Customer must not have received telecommunications service from another Service Provider at the location to which the new NEXTLINK services are provided, or the New Customer must switch back to the Service Provider that provided New Customer's telecommunications service prior to New Customer subscribing to the new NEXTLINK service.

New Customer must notify NEXTLINK, in writing (via certified or overnight delivery with signature) with the NEXTLINK claim form no later than three (3) months from the date of Service installation and before contacting their previous provider, of its intent to discontinue the Services. New Customer must allow NEXTLINK a minimum of 30 days from the day of New Customer's notice, for the cancellation of the Services, including re-connection to the original Service Provider. After receipt of New Customer's timely notice, NEXTLINK, in conjunction with the termination of New Customer's Service, will waive any applicable contract termination charges.

NEXTLINK also will reimburse the New Customer for any installation charges incurred by New Customer to restore the New Customer to its previous Service Provider at the identical level and type of service provided by the previous Service Provider at the same customer location. In order to receive the reimbursement, the New Customer must, within (3) months of the installation date, provide NEXTLINK with the following: (1) the NEXTLINK reimbursement form; (2) a copy of the invoice from the other Service Provider posting the non-recurring charges for restoring New Customer's service to the other Service Provider; and (3) a copy of the last invoice that the New Customer had received from the other Service Provider prior to switching to NEXTLINK, if applicable.

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6. Promotions (Cont'd)

6.1 Satisfaction Guarantee Promotion (Cont'd)

If New Customer previously did not have a provider other than NEXTLINK at the location to which the Services are provided, or if the previous Service Provider will not or cannot provide the identical level and type of service previously provided to New Customer, NEXTLINK will reimburse New Customer any initial NEXTLINK installation charges New Customer incurred in conjunction with the installation of Service. All reimbursements will be in the form of a check. Credits will not be given.

NEXTLINK is not liable for any outage or inconvenience to New Customer relating to restoring the New Customer to its previous Service Provider. The New Customer is responsible to pay NEXTLINK for all charges for NEXTLINK new Service provided to the New Customer through and including the date of Service termination prior to receiving reimbursement from NEXTLINK.

This promotion is not available to customers receiving non-standard pricing, non-standard products, or non-standard terms and conditions (e.g., individual case basis prices, products, or terms and conditions), or customers for whom NEXTLINK performed Special Construction or Special Configurations. Special Construction is defined in Section 2.1.8 of NEXTLINK Local Exchange Service Tariff. Special Configuration refers to the situation in which a customer's service connection is established through a non standard network architecture design.

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6. Promotions (Cont'd)

6.2 Competitive Dedicated Long Distance 5% Discount

From time to time, Company may offer a new subscriber of Dedicated Long Distance a 5% discount off the Customer's per minute rate in addition to any discount to which Customer would be eligible. This additional discount offer may be made in response to an offer made by another telecommunications company where the Customer can demonstrate to Company's satisfaction that the Customer intends to accept such offer as an inducement to subscribe to or remain subscribed to such other telecommunication provider's service. This discount will be applicable for the entire term of the Customer's agreement. This promotion will expire on June 30, 2001, unless sooner extended, canceled or withdrawn.

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