Winstar Wireless, Inc.

TITLE PAGE

KENTUCKY LOCAL TELECOMMUNICATIONS TARIFF

OF

WINSTAR WIRELESS, INC.

This tariff, filed with the
Kentucky Public Service Commission,
contains the rates, terms, and conditions applicable to
Local Exchange Services within the State of Kentucky
offered by WinStar Wireless, Inc.

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

WinStar Wireless, Inc. is currently providing long distance telecommunications services in Kentucky, and has a long distance service tariff filed with the Kentucky P.S.C. WinStar Wireless, Inc. acquired MidCom Communications, Inc., a certificated long distance provider in Kentucky, in Case No. 92-138 (October 8, 1992). MidCom Communications, Inc.'s name was changed to WinStar Wireless, Inc. The Commission has been notified of the change in name in a notification letter dated March 4, 1998.

Issued By: Scott P. Anderson,
WinStar Wireless, Inc.
Regulatory Manager, Tariffs
1615 L Street, N.W., Suite 1260, Washington, DC 20036

CHECK SHEET

The sheets listed below, which are inclusive of this price list, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original price list and are currently in effect as of the date on the bottom of this sheet.

Sheet	Revision	Sheet	Revision
1	Original	30	Original
2	Original	31	Original
3	Original	32	Original
4	Original	33	Original
5	Original	34	Original
6	Original	35	Original
7	Original	36	Original
8	Original	37	Original
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16	Original	45	Original
17	Original	46	Original
18	Original	47	Original
19	Original	48	Original
20	Original	49	Original
21	Original	50	Original
22	Original	51	Original
23	Original	52	Original
24	Original	53	Original
25	Original	54	Original
26	Original	55	Original
27	Original	56	Original
28	Original	57	Original
29	Original	58	Original

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CHECK Sheet (Cont'd)

Sheet	Revision	Sheet	Revision
57	Original	91	Original
58	Original	92	Original
59	Original	93	Original
60	Original	94	Original
61	Original	95	Original
62	Original	96	Original
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67	Original		
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SYMBOLS SHEET

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

C	To signify changed regulations
D	To signify a discontinued rate or regulation
I	To signify an increased rate
M	To signify matter relocated without change
N	To signify a new rate or regulation
R	To signify a reduced rate
S	To signify reissued material
T	To signify change in text or regulation, but no change in rate or regulation

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APPLICATION OF TARIFF

The tariff contains the regulations and rates applicable to intrastate and local exchange access services provided by Company to Customers for telecommunications between points within the State of Kentucky. Company's services are furnished subject to the terms and conditions of this Tariff.

The rates and regulations contained in this tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Company.

The Customer is entitled to limit the use of Company's services by end users at the Customer's facilities, and may use other common carriers in addition to or in lieu of Company.

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PRICE LIST FORMAT SHEET

A. Sheet numbering - Sheet numbers appear in the upper right hand corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet revision numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the KPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the KPSC allows in their price list approval process, the most current sheet number on file with the Commission is not always the price list sheet in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1
2.1.1.A.1.(a).
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).(1)

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

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1. TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this price list are defined below.

Access Line
An arrangement which connects the customer's location to WinStar network switching center.

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

Bit
The smallest unit of information in the binary system of notation.

Communications Services
The Company's local exchange switched telephone services offered to and from all points in the State of Kentucky.

Commission
Kentucky Public Service Commission

Company or Carrier
WinStar Wireless, Inc. ("WinStar"), the issuer of this price list.

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

Day
From 8:00 a.m. up to but not including 5:00 p.m. local time Sunday through Friday.

Evening
From 5:00 p.m. up to but not including 11:00 p.m. local time Sunday through Friday.

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1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Holidays

WinStar's recognized holidays are New Year's Day, Martin Luther King, Jr. Day, President's Day, Ground Hog Day, St. Patrick's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

Joint User

A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by WinStar and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Kbps

Kilobits per second, denotes thousands of bits per second.

LATA

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

Night/Weekend

From 11:00 p.m. up to but not including 8:00 a.m. Sunday through Friday, and 8:00 a.m. Saturday up to but not including 5:00 p.m. Sunday.

Recurring Charges

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

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1615 L Street, N.W., Suite 1260, Washington, DC 20036

1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

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

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

Shared
A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Speed Calling
Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer-changeable.

Station
Allows a station line user to add, change or delete telephone numbers from a speed calling list. The list is dedicated to the individual station line user.

System
Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

User or End User
A Customer, Joint User, or any other person authorized by a Customer to use service provided under this price list.

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2. RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this price list in connection with one-way and/or two-way information transmission between points within the State of Kentucky.

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

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2. RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Shortage of Equipment or Facilities

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

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

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2. RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions

2.1.3.1 Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this price list, a month is considered to have 30 days.

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

2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon notice. Pursuant to 807 KAR 5:006 Section 12, Customer desiring service terminated or changed from one address to another shall give the Company three (3) working days' notice in person, in writing, or by telephone, provided such notice does not violate contractual obligations or provisions of this tariff.

Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this price list prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

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2. RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

2.1.3.4 In any action between the parties to enforce any provision to this price list, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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2. RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

2.1.3.5 Service may be terminated upon written notice to the Customer if:

A. the Customer is using the service in violation of this price list; or

B. the Customer is using the service in violation of the law.

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

2.1.3.7 Customer Service Inquiries: The Company will comply with the Commission's rules regarding customer service inquiries and complaints. The Company's toll free customer service number is 888-961-8800.

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

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2. RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

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

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2. RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

2.1.4.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, the acts or omissions or negligence, except for willful neglect or willful default of the Company's employees or agents.

2.1.4.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stopsheets, or other labor difficulties.

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2. RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers except where contracted by the Company.

2.1.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

2.1.4.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, 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, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4.5 as a condition precedent to such installations.

2.1.4.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

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2. RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.7 The Company shall not be liable for any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications

2.1.4.8 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.1.4.9 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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2. RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Notification of Service-Affecting Activities

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

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2. RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this price list. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer except as provided by contract.

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

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

2.1.6.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

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

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2. RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

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

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

B. the reception of signals by Customer-provided equipment.

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2. RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.7 Non-routine Installation

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

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Regulatory Manager, Tariffs
1615 L Street, N.W., Suite 1260, Washington, DC 20036

2. RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.8 Special Construction

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

2.1.8.1 where facilities are not presently available, and there is no other requirement for the facilities so constructed;

2.1.8.2 of a type other than that which the Company would normally utilize in the furnishing of its services;

2.1.8.3 over a route other than that which the Company would normally utilize in the furnishing of its services;

2.1.8.4 in a quantity greater than that which the Company would normally construct;

2.1.8.5 on an expedited basis;

2.1.8.6 on a temporary basis until permanent facilities are available;

2.1.8.7 involving abnormal costs; or

2.1.8.8 in advance of its normal construction.

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2. RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this price list remains in the Company, its agents or contractors.

2.1.10 Universal Emergency Telephone Number Service

2.1.10.1 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.

2.1.10.2 911 information consisting of the names, addresses and telephone numbers of all telephone Customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.

2.1.10.3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name and address associated with the originating station location are furnished to the Public Safety Answering Point.

2.1.10.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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2. RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.10 Universal Emergency Telephone Number Service (Cont'd)

2.1.10.5 The Company assumes no liability for any infringement, or invasion of any right of privacy or any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. The Public Safety Agency agrees, except where the event, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others. The Public Safety Agency also agrees to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties assessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its users, agencies or municipalities, or the employee or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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2. RULES AND REGULATIONS (Cont'd)

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

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

2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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

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2. RULES AND REGULATIONS (Cont'd)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

2.3.1.1 the payment of all applicable charges pursuant to this price list;

2.3.1.2 damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

2.3.1.3 providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

2.3.1.4 any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company subject to, the Customer's prior approval. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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2. RULES AND REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

2.3.1.5 providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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2. RULES AND REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

2.3.1.6 complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be reasonably required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.4; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any reasonable time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

2.3.1.7 not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and

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

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2. RULES AND REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

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

2.3.2.1 any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

2.3.2.2 any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and Company.

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2. RULES AND REGULATIONS (Cont'd))

2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

2.4.2.1 Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

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

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2. RULES AND REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense subject to the Customer's approval.

2.4.3.2 Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the price lists of the other communications carriers which are applicable to such connections.

2.4.3.3 Facilities furnished under this price list may be connected to customer provided terminal equipment in accordance with the provisions of this price list. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

2.4.3.4 Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this price list only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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2. RULES AND REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

2.4.4.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

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

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2. RULES AND REGULATIONS (Cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Kentucky Public Service Commission.

2.5.2 Billing and Collection of Charges

2.5.2.1 Non-recurring charges are due and payable from the Customer within 15 days after the invoice date.

2.5.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 15 days after the invoice date. Usage charges will be billed after the month in which the charges are incurred. Charges will be due and payable within 15 days after the invoice date.

2.5.2.3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

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2. RULES AND REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

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

2.5.2.5 If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon receipt, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor of 1.5% per month. Pursuant to 807 KAR 5:006, Section 8(3)(h), the penalty may be assessed only once on any bill for rendered services. Any payment received shall first be applied to the bill for service rendered. Additional penalty charges shall not be assessed on unpaid penalty charges.

2.5.2.6 The Company will include in its bills any applicable information required by 807 KAR 5:006 Section 6, including the name of the Company, a toll free number for customer service, the issued date of the bill, the due date for payment, the date after which a penalty may apply to the gross amount, the amount of the bill, the address to which payments should be sent, taxes and surcharges (including local, state and federal), and call detail for toll calls billed at per minute increments.

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2. RULES AND REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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2. RULES AND REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.4 Deposits

2.5.4.1 To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

A. two month's charges for a service or facility which has a minimum payment period of one month; or

B. The charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that the termination charge is applicable.

C. Deposit amount shall not exceed two twelfths (2/12) of the actual or estimated bills.

2.5.4.2 A deposit may be required in addition to an advance payment.

2.5.4.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company will refund the deposit or credit it to the Customer's account.

2.5.4.4 Interest will accrue on all deposits at the rate prescribed by law, beginning on the date of deposit as required by 807 KAR 5:006 Section 7 (6). The Company will comply with the rules of the Commission and any other relevant statutes, policies or regulations.

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2. RULES AND REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.4 Deposits (Cont'd)

2.5.4.5 When service is terminated, the amount of the initial or additional deposit, with any interest due, will be credited to the Customer's account and any credit balance which may remain will be refunded. After an existing Customer has established satisfactory credit, the amount of the deposit, with any interest due, will be either credited to the account or at the option of the Customer, refunded. Satisfactory credit for a Customer is defined as twelve consecutive months of Service without suspension for nonpayment and with no more than one notification of intent to suspend service for nonpayment.

2.5.4.6 The amount of deposit will be determined in accordance with the Commission rules.

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2. RULES AND REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service for Cause

A. Service may be refused or discontinued:

1. Without notice in the event of a condition on the customer's premises determined by Company to be hazardous;

2. Without notice in the event of customer's use in such a manner as to adversely affect the Company;

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

4. Without notice in the event of unauthorized use;

5. For violation of or noncompliance with the Company's tariff or Commission's administrative regulations, in which case, pursuant to 807 KAR 5:006 Section 14 (a), the Company shall first make a reasonable effort to obtain customer compliance. After such effort by the Company, service may be terminated or refused after the Customer has been given at least ten (10) days written termination notice pursuant to 807 KAR 5:006 Section 13(5);

6. For failure of the Customer to furnish service equipment, permits, certificates or rights of way specified to be furnished in the Company's tariff as conditions for obtaining service, or for the withdrawal of that same equipment or the termination of those permissions or rights, or for the failure of the Customer to fulfill the contractual obligations imposed upon the Customer as conditions of obtaining service;

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2. RULES AND REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service for Cause (Cont'd)

A. Service may be refused or discontinued: (Cont'd)

7. For failure of the Customer to permit the company reasonable access to its equipment. Service will be discontinued after corrective action negotiated between the Company and Customer has failed to resolve the situation and after the Customer has been given at least ten (10) days written notice of termination pursuant to 807 KAR 5:006 Section 13(5);

8. For nonpayment of bill or deposit, in which case the Company shall provide the customer with 5 days' prior written notice of intent to terminate pursuant to 807 KAR 5:006 Section 13(5) and Section 14 (F)(1); and

9. For noncompliance with state, local or other code, in which case the Company shall provide the Customer with ten (10) days written notice pursuant to 807 KAR 5:006 Section 13(5) unless ordered to terminate immediately by a governmental official.

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2. RULES AND REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service for Cause (Cont'd)

B. Medical emergency.

Notwithstanding any other provision of this tariff, the Company shall postpone the disconnection of service to a residential customer for a reasonable time, not in excess of 30 days, if the customer produces verification from a physician, or a public health or social services official, which states that telephone service is essential due to an existing medical emergency of the customer, a member of the customer's family or any permanent resident of the premises where service is rendered. This written verification shall identify the medical emergency and specify the circumstances. Initial verification may be by telephone if written verification is forwarded to the utility within five days.

C. Insufficient reasons for refusal, suspension or discontinuance of service.

The following shall not constitute sufficient cause for refusal, suspension or discontinuance of service to a present or prospective customer:

1. Delinquency in payment for service by a previous occupant of the premises to be served.

2. Failure to pay for terminal equipment, new inside station wiring or other merchandise purchased from the Company.

3. Failure to pay for a different type or class of public utility service.

4. Failure to pay the bill of another Customer as a guarantor thereof.

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2. RULES AND REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service for Cause (Cont'd)

C. Insufficient reasons for refusal, suspension or discontinuance of service (Cont'd)

5. Permitting another occupant of the premises access to the telephone utility service when that other occupant owed an uncollectible bill for service rendered at a different location.

6. Failure to pay for yellow sheet advertising.

7. Use of an auxiliary directory cover.

8. Failure to pay for information service not regulated by the Commission.

D. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer, or if a condition immediately dangerous or hazardous to life, physical safety or property exists, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

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

F. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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2. RULES AND REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service for Cause (Cont'd)

G. Upon the Company's discontinuance of service to the Customer, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of the tariffs of the Company, may declare all future monthly and other charges which would have been payable by the Customer during, the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent (6%)).

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2. RULES AND REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Cancellation of Application for Service

2.5.6.1 Applications for service are noncancellable unless the Company otherwise agreed. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

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

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

2.5.6.4 The special charges described in 2.5.6.1 through 2.5.6.3 will be calculated and applied on a case-by-case basis.

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2. RULES AND REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.7 Changes in Service Requested

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

2.5.8 Taxes

The Customer is responsible for the payment of Federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices.

2.5.9 Disputed Bills

Pursuant to 807 KAR 5:006 Section 9, the Customer may dispute a bill in person, by telephone or written notice to the Company. Unless such notice is received in a timely fashion, the bill statement shall be deemed to be correct and payable in full by Customer. Any Customer who has a dispute shall be at least orally notified of Customer's right to file a complaint to the Kentucky Public Service Commission at:

Kentucky Public Service Commission
730 Schenkel Lane
P.O. Box 615
Frankfort, KY 40602
Telephone: (502) 564-3940
Facsimile: (502) 564-3460

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Or the Customer may reach the Company through its Consumer Assistance Hotline at: 888-961-8800.

2. RULES AND REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this price list by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

2.6.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this price list. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.6.1.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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2. RULES AND REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

2.6.1.3 A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

Length of Interruption	Interruption Period To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one cumulative interruption.

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2. RULES AND REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

2.6.1.3 (Cont'd)

Interruptions Over 24 Hours and Less Than 72 Hours
Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours
Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for any one month period.

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2. RULES AND REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

2.6.2.1 interruptions due to the negligence of, or noncompliance with the provisions of this price list by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;

2.6.2.2 interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities, except when contracted by the Company;

2.6.2.3 interruptions due to the failure or malfunction of non-Company equipment, except when contracted by the Company;

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

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

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

2.6.2.7 interruption of service due to circumstances or causes beyond the reasonable control of Company.

2. RULES AND REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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2. RULES AND REGULATIONS (Cont'd))

2.7 Use of Customer's Service by Others

2.7.1 Resale and Sharing

Any service provided under this price list may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws and Kentucky Public Service Commission regulations governing such resale or sharing. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this price list, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.7.2 Joint Use Arrangements

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

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2. RULES AND REGULATIONS (Cont'd)

2.8 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonably incurred in connection with:

2.8.1 all Non-Recurring charges reasonably expended by Company to establish service to Customer, plus

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

2.8.3 all Recurring Charges specified in the applicable Service Order Price list for the balance of the then current term.

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2. RULES AND REGULATIONS (Cont'd)

2.9 Transfers and Assignments

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

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2. RULES AND REGULATIONS (Cont'd)

2.10 Notices and Communications

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

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

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

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

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2. RULES AND REGULATIONS (Cont'd)

2.11 Operator Services Rules

2.11.1 The Company will enforce the following operator service rules:.

A provider of intrastate operator assisted communications services must:

2.11.1.1 identify itself at the time the end-user accesses its services;

2.11.1.2 upon request, quote all rates and charges for its services to the end-user accessing its system;

2.11.1.3 arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available to the public or transient end-users:

A. the operator service provider's name and address;

B. bill and service dispute calling information including the operator service provider's dispute resolution phone number;

C. clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and

D. notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party which will appear on the operator service provider's bill for services rendered.

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2. RULES AND REGULATIONS (Cont'd)

2.11 Operator Services Rules (Cont'd.)

2.11.1.3 (Cont'd.)

E. in instances when the provider is unable to complete the call and it requires transfer to another telephone corporation which may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and

F. in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

2.11.2 The Company will comply with the following provisions:

Providers of intrastate operator assisted communications services shall not take any action or enter into any arrangement which restricts end-user selection among competing interexchange telephone corporations or end users access to competing providers of intrastate operator assisted communications services, or pay any commissions or other compensation to any entity engaged in such action or arrangement.

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2. RULES AND REGULATIONS (Cont'd)

2.12 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this price list.

2.13 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

2.13.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.

2.13.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.

2.13.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

2.13.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

2.13.5 All times refer to local time.

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2. RULES AND REGULATIONS (Cont'd)

2.14 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

2.14.1 Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Price list FCC No. 4. FCC Access Services Price list, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.

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2. RULES AND REGULATIONS (Cont'd)

2.14 Rates Based Upon Distance (Cont'd)

2.14.2 The airline distance between any two Rate Centers is determined as follows:

2.14.2.1 Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate Center from the above-referenced NECA price list.

2.14.2.2 Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.

2.14.2.3 Square each difference obtained in step (b) above.

2.14.2.4 Add the square of the "V" difference and the square of the "H" difference obtained in step (c) above.

2.14.2.5 Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

2.14.2.6 Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

2.14.2.7 FORMULA = $\sqrt{\dfrac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$

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3. BASIC SERVICES

3.1 Exchange Access Service

3.1.1 General

Exchange Access Service provides a Customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

3.1.1.1 receive calls from other stations on the public switched telecommunications network;

3.1.1.2 access other services offered by the Company as set forth in this tariff;

3.1.1.3 access certain interstate and international calling services provided by the Company;

3.1.1.4 access (at no additional charge) the Company's operators and business office for service related assistance;

3.1.1.5 access (at no additional charge) emergency services by dialing 0- or 9-1-1; and

3.1.1.6 access services provided by other common carriers which purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or which maintain other types of traffic exchange arrangements with the Company.

The following Exchange Access Services are offered:
- Digital Trunk Service - Centrex Service
- Analog Line Service - Analog Trunk Service

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3. BASIC SERVICES (Cont'd)

3.1 Exchange Access Service (Cont'd)

3.1.2 Analog Line Service

Analog Line Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Analog Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Customer-provided Analog Lines. Each Basic Line is provided with the following standard features which can be deleted at the Customer's option:

Touch Tone	Call Restriction
Call Waiting	Call Forward Busy
Call Hunting	Call Forward Don't Answer
Three-Way Conference Calling	Call Forward Variable

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3. BASIC SERVICES (Cont'd)

3.1 Exchange Access Service (Cont'd)

3.1.3 Analog Trunk Service

Analog Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Analog Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Analog Trunk is provided with touch tone signaling and may be configured into a hunt group with other Company-provided Analog Trunks.

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3. BASIC SERVICES (Cont'd)

3.1 Exchange Access Service (Cont'd)

3.1.4 Digital Trunk Service

Digital Trunk Service provides a Customer with a digital connection operating at 1.544 Mbps which is time division multiplexed into 24 individual voice-grade telephonic communications channels, each of which can be used to place or receive one call at a time. Digital Trunks are provided for connection of compatible Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Digital Trunk is provided with dual tone multi-frequency (DTMF) or multi-frequency (MF) signaling, as specified by the Customer. Digital Trunks may be configured into hunt groups with other Company-provided Digital Trunks. The terminal interface for each Digital Trunk Service is a DSX-1 panel.

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3. BASIC SERVICES (Cont'd)

3.1 Exchange Access Service (Cont'd)

3.1.4 Digital Trunk Service (Cont'd)

Per Channel Integrated
Inward T-1 Trunk
Outward T-1 Trunk
2-Way T-1 Trunk
DID Inward T-1 Trunk
Installation
DID 2-Way T-1 Trunk
Installation

Individual channels carried over a Digital Trunk may be equipped with Direct Inward Dial (DID) capability and DID number blocks for additional charges.

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3. BASIC SERVICES (Cont'd)

3.1 Exchange Access Service (Cont'd)

3.1.5 Centrex Service

Centrex Service provides the Customer with multiple individual voice-grade telephone communications channels, each of which can be used to place or receive one call at a time. Centrex Station Lines are provided for connection of Centrex-compatible Customer-provided station sets to the public switched telecommunications network. Centrex Service standard and optional features are described in the Definitions Section of this tariff. Centrex Service is provided with a minimum of five Centrex Station Lines. Each Centrex Station Line is provided in combination with other Company-provided services. Centrex Services are offered as Centrex Basic and Centrex Select.

3.1.5.1 Centrex Basic

The standard features as follows:*

Touch Tone
Call Transfer
Call Hold
Three-Way Conference Calling

* Some features may not be available in all locations.

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3. BASIC SERVICES (Cont'd)

3.1 Exchange Access Service (Cont'd)

3.1.5 Centrex Service (Cont'd)

3.1.5.2 Centrex Deluxe Features (Cont'd)

The standard features are as follows:*

Touch Tone	Call Forward/Variable
Call Transfer	System Speed Dial
Call Hold	Call Pick-up
Three-Way Conferencing	Call Hunting
Call Forward/Busy	Call Waiting
Call Forward/Don't Answer	

* Some features may not be available in all locations.

See rate sheets for any applicable LEC monthly charges for features by switch.

Additional non-recurring and monthly recurring Centrex Service charges are listed in this tariff

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3. BASIC SERVICES (Cont'd)

3.2 Exchange Access Optional Features

3.2.1 Directory Listings

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number[1/] in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at additional charges.

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[1/] For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise.

3. BASIC SERVICES (Cont'd)

3.2 Exchange Access Optional Features (Cont'd)

3.2.2 Direct Inward Dial (DID) Service

DID service is an optional feature which can be purchased in conjunction with Company-provided Analog Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID number blocks apply in addition to charges specified for Analog Trunks or Digital Trunks in previous sections of this tariff.

One DID Additive charge applies for each DID-equipped Basic Trunk or DID-equipped channel on a Digital Trunk. Customer is required to purchase at least one DID number block for each DID-equipped trunk or trunk group, or DID-equipped channel or channel group.[1/]

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[1/] A "group" is a set of Basic Trunks or Digital Trunk channels which have been configured into a hunt group.

3. BASIC SERVICES (Cont'd)

3.2 Exchange Access Optional Features (Cont'd)

3.2.3. Foreign Exchange (FX) Service

A. Description

FX Service enables a Customer to receive a Company-provided Exchange Access Service at a point outside the Exchange Access Service Area corresponding to the NPA-NXX designation (as set forth in Section 4.1) of such Exchange Access Service.

The Local Calling Area and all Usage Service rates which apply to an FX Exchange Access Service are the same as those which regularly apply to other Company-provided Exchange Access Services bearing the same NPA-NXX designation.

B. Rates

FX service charges are calculated on a distance basis:
For service provided to a point within another Exchange Access Service Area designated by the Company, mileage will be calculated as the distance between the Company's Wire Center location associated with the PA-NXX designation of the FX service, and the Company's Wire Center location serving the Exchange Access Service Area in which the FX service is delivered to the Customer.

For service provided to a point outside of any of the Company's designated Exchange Access Service Areas, mileage will be calculated as the distance between the Company's Wire Center location associated with the NPA- NXX designation of the FX service, and the end office maintained by the dominant LEC which would otherwise serve the Customer's premises at which the service is provided.

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3. BASIC SERVICES (Cont'd)

3.2 Exchange Access Optional Features (Cont'd)

3.2.4. Foreign Exchange (FX) Service

B. Rates (Cont'd)

Charges for each FX Exchange Access Service apply in addition to the Full service rates which would regularly apply for such Exchange Access Service.

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3. BASIC SERVICES (Cont'd)

3.2 Exchange Access Optional Features (Cont'd)

3.2.5. Main Number Retention

A. Description

Main Number Retention is an optional feature by which a new Customer, who was formally a customer of another certificated local exchange carrier at the same premises location, may retain its main telephone numbers and main fax numbers for use with the Company-provided Exchange Access Services. Main Number Retention service is only available in areas where the Company maintains some form of number retention arrangement with the Customer's former local exchange carrier.

Monthly recurring and non-recurring charges apply per retained number. Rates for retained numbers may vary from area to area.

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3. BASIC SERVICES (Cont'd)

3.2 Exchange Access Optional Features (Cont'd)

3.2.6. Accounting Codes

Accounting Codes provide customers with a means of restricting calls or itemizing calls, according to specific digits that must be dialed at the end of a long distance telephone number. The length of Accounting Codes may vary from 2 to 6 digits, however, the length must be consistent for each customer location.

Offered are packages of codes that are verified against a specific list of valid numbers, for call restriction, or offers unverified packages of 2-6 digits in length for cataloging by code, the calls made.

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3. BASIC SERVICES (Cont'd)

3.2 Exchange Access Optional Features (Cont'd)

3.2.7. Authorization Codes

This option restricts calls from being made unless the correct accounting code is entered. Only customer specified codes will be accepted. The customer then may use these codes to track calling for cost analysis and bill-back purposes.

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3. BASIC SERVICES (Cont'd)

3.2 Exchange Access Optional Features (Cont'd)

3.2.8. Vanity Number Service

A. Description

Vanity Number Service is an optional feature by which a new Customer may request a specific or unique telephone number and fax number for use with the Company provided Exchange Access Services. This service provides for the assignment of a customer requested telephone number other than the next available number from the assignment control list.

Vanity Number Service is furnished subject to the availability of facilities and the requirements of Exchange Access Service as defined by the Company. The Company reserves all rights to the Vanity Numbers assigned to customer's and may, therefore, change them if required.

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3. BASIC SERVICES (Cont'd)

3.3 Resold Local Exchange Service

3.3.1 Description

Resold Local Exchange Service is composed of the resale of exchange access lines and local calling provided by other certificated Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services.

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3. BASIC SERVICES (Cont'd)

3.4 Local Calling Service

3.4.1 Description

Local Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office of the exchanges and zones defined by Kentucky Bell. The rates set forth in this section apply to all direct dialed local calls. For operator-assisted (non-aggregator) local calls, the operator charges listed in Section 12.1.3 apply in lieu of the charges listed below.

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3. BASIC SERVICES (Cont'd)

3.5 Toll Free Service

3.5.1 800/888 Service provides the Customer with a telephone number within the 800/888 NPA enabling the Customer or User to receive incoming calls to that number which originate from any station on the public switched telecommunications network within the Commonwealth of Kentucky. All charges for incoming 800/888 calls are billed to the Customer.

PIN 800/888 Service is identical to the Company's 800/888 Service, except that a Company-provided Personal Identification Number (PIN) is required to access the Customer's 800/888 service.

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3. BASIC SERVICES (Cont'd)

3.5 Toll Free Service (Cont'd)

3.5.2 Outbound Toll-Free Commission Program

The Outbound Toll-Free Commission Program is a promotion designed to give businesses a commission on the revenues derived from Carrier Access Billing (CAB). The commission is based on the number of minutes of outbound toll free (800/888/877) traffic driven over the Company's local access trunks.

The Company will track the number of toll-free long distance minutes handed off to other IXC's (interexchange carriers) by the Company and give a fixed dollar amount per minute back to the Customer in the form of a monthly check. The commission rate per minute will be based on the current CAB rates in effect. All commission rates are determined by the monthly revenue commitment of each Customer

This service is only available to WinStar Large Account Market Customers: (Hotels, Hospitals, and Universities) that are located in an active Company sales territory.

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4. NON-BASIC SERVICES

4.1 Operator Services

4.1.1 Description

Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Services, and to Customers and Users of exchange access lines which the Customer has pre-subscribed to the Company's Pre-Subscribed MTS.

4.1.2 Definitions

Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station.

Collect Call: Calls completed with the assistance of a Company Operator for which charges are billed, not to the originating telephone number, but to the destination or terminating telephone number.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the called station.

Billed to Non-Proprietary Calling Card or Commercial Credit Card: Refers to calls that are dialed by the customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier or commercial credit card.

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4. NON-BASIC SERVICES (Cont'd)

4.2 Directory Assistance

4.2.1 Description

Customers and Users of the Company's calling services (excluding 800 services), may obtain directory assistance in determining telephone numbers within the Commonwealth of Kentucky by calling the Directory Assistance operator.

4.2.2 Rates

4.2.2.1 Directory Assistance charges apply for all requests for which the Company's facilities are used. Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

Local	All Other
Per Number Requested	[Reserved for future use]

4.2.2.2 A credit will be given for calls to Directory Assistance when:

- the Customer experiences poor transmission or is cut-off during the call, or

- the Customer is given an incorrect telephone number.

To receive a credit, the customer must notify the Company operator or Business Office of the problem experienced.

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4. NON-BASIC SERVICES (Cont'd)

4.3 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this price list. Rates quoted in response to such competitive requests may be different than those specified for such services in this price list. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. All arrangements shall be made available for Commission review.

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4. NON-BASIC SERVICES (Cont'd)

4.4 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers. All such programs will be subject to the approval of the Commonwealth of Kentucky Public Service Commission.

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4. NON-BASIC SERVICES (Cont'd)

4.5 Busy Line Verify and Line Interrupt Service

4.5.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

4.5.1.1 The operator will determine if the line is clear or in use and report to the calling party.

4.5.1.2 The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

4.5.2 Regulations

4.5.2.1 A charge will apply when:

A. The operator verifies that the line is busy with a call in progress.

B. The operator verifies that the line is available for incoming calls.

C. The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

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4. NON-BASIC SERVICES (Cont'd)

4.5 Busy Line Verify and Line Interrupt Service (Cont'd)

4.5.2 Regulations (Cont'd.)

4.5.2.2 No charge will apply:

(A) When the calling party advises that the call is to or from an official public emergency agency.

(B) Under conditions other than those specified in 4.5.2 preceding.

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

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

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4. NON-BASIC SERVICES (Cont'd)

4.6 Service Implementation

4.6.1 Description

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service.

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4. NON-BASIC SERVICES (Cont'd)

4.7 Restoration of Service

4.7.1 Description

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

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4. NON-BASIC SERVICES (Cont'd)

4.8 Travel Card Service

[Reserved for future use]

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5. RATES

5.1 Non-Recurring Charges

5.1.1 Service Order Charge

	Non-Recurring
Establish service with WinStar Move lines, trunks, or T-1s Add basic lines, trunks, or T-1s All simple changes (except PIC change) All complex changes All DID or T-1 changes	$25.00

5.1.2 Move, Add, Change, Disconnect (MACD)

	Non-Recurring
Move or add basic line or In, Out, Or 2-Way Trunk	$20.00 per line/trunk
Move or add basic analog In or 2-Way with DID Trunk	$45.00 per trunk
Install, move, or add integrated T-1	$200.00
Simple Add/Change	$5.00 per line/listing
Complex Add/Change	$15.00 per number/number/ occurrence
Other Complex MACD Charges	$150.00 per occurrence

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5. RATES

5.2 Local Service - Network Rates

5.2.1 Basic Line

	Non-Recurring	Per Month
Basic Line Service	$20.00	$16.50
End User Common Line (EUCL)		$5.68

5.2.2 Analog Trunk

	Non-Recurring	Per Month
Per In, Out, or 2-Way Trunk	$20.00	$16.50
Per In with DID Trunk	$45.00	$36.00
Per 2-Way with DID Trunk	$45.00	$36.00
End User Common Line (EUCL)		$5.68

5.2.3 Integrated T-1

	Non-Recurring	Per Month
Per Integrated T-1	$200.00	$500.00

5.2.4 DID Number Charges

	Non-Recurring	Per Month
Group of 20 DID Numbers	$18.00	$3.00

5.2.5 ISDN-PRI

	Non-Recurring	Per Month
23B+D, 24B, or 23B+Backup D	$200.00	$490.00

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5. RATES (Cont'd)

5.2 Local Service - Network Rates (Cont'd)

5.2.6 Basic Line Feature Packages

	Non-Recurring	Per Month
Enhanced Line Feature Package	$5.00	$3.50
Deluxe Line Feature Package	$5.00	$5.50

5.2.7 Centrex Feature Packages

	Non-Recurring	Per Month
Centrex Enhanced Feature Package	$5.00	$3.50
Centrex Deluxe Feature Package	$5.00	$5.50

5.2.8 Per Use Features

	Per Use Charge
Return Call	$0.75
Repeat Call	$0.75
Call Trace	$1.00

5.2.9 Home Region Calling Rates

	1 Year Term	2 Year Term	3 Year Term
0-10 miles – First Minute	$0.0294	$0.0275	$0.0257
0-10 miles – Each Additional Minute	$0.0074	$0.0069	$0.0064
11-22 miles – First Minute	$0.0330	$0.0310	$0.0289
11-22 miles – Each Additional Minute	$0.0110	$0.0104	$0.0097
23+ miles – First Minute	$0.0367	$0.0344	$0.0321
23+ miles – Each Additional Minute	$0.0147	$0.0138	$0.0129

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5. RATES (Cont'd)

5.2 Local Service - Network Rates (Cont'd)

5.2.10 Regional Toll Calling

	1 Year Term	2 Year Term	3 Year Term
Per Minute Rates	$0.0960	$0.0900	$0.0840

5.2.11 Remote Call Forwarding

	Non-Recurring	Per Month
Per Access Path	$15.00	$33.00

5.2.12 Operator Services

	Per Use Charge
Local Directory Assistance	$0.30
Local DA Call Completion	$0.45
0+, Station to Station	$1.50
0+, Station to Station, Calling Card (mechanized)	$0.50
0+, Person to Person	$3.25
0+, Person to Person, Calling Card	$3.75
0+, Person to Person, Collect	$4.70
0+, Collect	$1.45
Bill to Third Number	$1.55
Person to Person, Bill to Third Number	$4.80
Calling Card, Operator Assisted	$1.25
0-, Station to Station	$1.50
0-, Station to Station, Calling Card	$1.60
0-, Person to Person	$3.50
0-, Person to Person, Calling Card	$4.25
0-, Person to Person, Collect	$5.10
0-, Collect	$1.60
0-, Bill to Third Number	$1.70
0-, Person to Person, Bill to Third Number	$5.20
Busy Line Verification	$1.35
Busy Line Interrupt	$1.90

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5. RATES (Cont'd)

5.2 Local Service - Network Rates (Cont'd)

5.2.13 Directory Listing

	Per Month
Listed Service (Primary)	$0.00
Unlisted Service	$1.00
Non-Published Service	$1.95
Additional Listing	$0.90
Foreign Listing	Varies
Additional Local Phone Book	$0.00
Foreign Phone Book	$0.00

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5. RATES

5.3 Local Service - Resale Rates

5.3.1 Basic Line

	Non-Recurring	Per Month
Basic Line Service	$20.00	$17.50
End User Common Line (EUCL)		$3.50
Kentucky Lifeline Charge		$0.03/access line
Kentucky Relay Service Surcharge/ Telecommunications Device for the Deaf		$0.07

5.3.2 Analog Trunk

	Non-Recurring	Per Month
Per In, Out, or 2-Way Trunk	$20.00	$17.50
Per In with DID Trunk	$45.00	$38.00
Per 2-Way with DID Trunk	$45.00	$38.00
End User Common Line (EUCL)		$3.50

5.3.3 DID Number Charges

	Non-Recurring	Per Month
Group of 20 DID Numbers	$18.00	$3.00

5.3.4 Centrex

	Non-Recurring	Per Month
Centrex Service, per line	$17.00	$18.50
System Charge – 2-28 lines	$225.00	$47.00
System Charge – 29-66 lines	$225.00	$89.50
System Charge – 67+ lines	$225.00	$174.50

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5. RATES (Cont'd)

5.3 Local Service - Resale Rates (Cont'd)

5.3.5 Features

	Per Month
Call Waiting	$3.60
Call Forward Variable	$4.50
Call Forward Busy Line	$4.05
Call Forward Don't Answer	$4.50
Basic Caller ID	$4.50
Speed Calling – 30 Names	$4.05
Three Way Calling	$3.15
Return Call – Monthly	$2.70
Repeat Call – Monthly	$4.50
Distinctive Ring	$6.70
Priority Ring	$3.15
Selective Call Forwarding	$3.15

5.3.6 Home Region Calling Rates - Message Rate

	1, 2, and 3 Year Term
Peak	$0.0700
Off Peak	$0.0700

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