P.S.C. Ky. Adoption Notice No. 1

ADOPTION NOTICE

The undersigned Xspedius Management Co. of Louisville, LLC of O'Fallon, Missouri hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed and posted by it, all tariffs and supplements containing rates, rules and regulations for furnishing facilities-based and resold interexchange service (including special access and private line service) between various locations in the Commonwealth of Kentucky, filed by the Public Service Commission of Kentucky by American Communication Services of Louisville, Inc., d/b/a e.spire, of 131 National Business Parkway, Suite 100, Annapolis Junction, Maryland 20701 and in effect on the _____ day of _____, 20__, the date on which the public service business of the said American Communication Services of Louisville, Inc., d/b/a e.spire, was taken over by it.

This notice is issued on the 3rd day of July, in conformity with KAR 5:011, Section 11, of the Regulations for the filing of Tariffs of Public Utilities with the Public Service Commission of Kentucky.

By: Brett H. Freedson

Brett Heather Freedson

Counsel for Xspedius Management Co. of Louisville, LLC

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

Authorized by Ky.P.S.C. Order No. _____

AUG 04 2002

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

BY Stephen Bell
SECRETARY OF THE COMMISSION

DC01/FREEB/189161.1

T62-0164

e·spire™

RECEIVED
FEB 02 2001
PUBLIC SERVICE COMMISSION

February 1, 2001

Mr. Jordan C. Neal
Public Utility Rate Analyst
Rates and Research Division
Kentucky Public Service Commission
730 Schenkel Lane, P.O. Box 615
Frankfort, Kentucky 40602

Re: American Communication Services of Louisville, Inc. d/b/a e·spire of Louisville End-User Services Tariff, K.P.S.C. No. 2

Dear Mr. Neal:

5200100

This letter is written on behalf of American Communication Services of Louisville, Inc. d/b/a e·spire of Louisville. Outlined below are the terms and conditions of e·spire's PBX PRI Card Upgrade Term Plan Promotion. The PBX PRI Card Upgrade Promotion is a promotional offer which is available to new and/or old Platinum customers that sign a new one, two or three year term agreement. This promotion was previously introduced on October 5, 2000 and offered from October 6, 2000 until December 31, 2000. e·spire will like to reintroduce the PBX PRI Card Upgrade Promotion. The promotional Offer is scheduled to run from February 3, 2001 through March 31, 2001, as defined below:

The customer shall be responsible for selecting a PBX card vendor and arranging for the purchase and installation of the upgraded card. A copy of the PBX card purchase receipt must be submitted to e·spire, prior to the third billing cycle, in order to receive the applicable one-time credit. Upon receipt, the applicable one-time credit will be applied to the customer's 1st month billing cycle as indicated below:

SERVICE	CARD TYPE	1 YEAR TERM CREDIT – ONE TIME CREDIT	2 YEAR TERM CREDIT – ONE TIME CREDIT	3 YEAR TERM CREDIT – ONE TIME CREDIT
Platinum ISDN CEU	PRI	$500	$1500	$3000

Customers who do not provide a bill of sale to e·spire prior to the third billing cycle will not be eligible to receive the one-time credit and the PBX PRI Card Promotion will be removed from the customer's account in the third month.

The PRI card is only available for PBX equipment capable of ISDN functionality. The customer upgrading with the T1 card must posses telephone sets compatible with digital telephone systems. The customer shall be responsible for the maintenance of the PBX PRI card.

Customers that terminate their contract at any point during the term agreement will be required to reimburse e·spire with the full credited amount provided under this promotion in addition to the contracted early termination penalties. All early termination penalties will be applied to the customer's final invoice.

Please date stamp and return the extra copy of this Promotional Offer in the enclosed self-addressed stamped envelope, indicating receipt. If you have any questions in this matter, please do not hesitate to contact me at (301) 361-4357.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

FEB 03 2001

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

Sincerely,

Edwin Reese
Directory – Regulatory Affairs

REGULATORY DEPARTMENT
espire Communications, Inc.
131 National Business Pkwy, Suite 100
Annapolis Junction, MD 20701
phone 301.361.4200
fax 301.361.4277
www.espire.net

T62-0163

February 1, 2001

Mr. Jordan C. Neal
Public Utility Rate Analyst
Rates and Research Division
Kentucky Public Service Commission
730 Schenkel Lane, P.O. Box 615
Frankfort, Kentucky 40602

e·spire™

RECEIVED
FEB 02 2001
PUBLIC SERVICE COMMISSION

Re: American Communication Services of Louisville, Inc. d/b/a e·spire of Louisville End-User Services Tariff, K.P.S.C. No. 2

Dear Mr. Neal:

S200100

This letter is written on behalf of American Communication Services of Louisville, Inc. d/b/a e·spire of Louisville. Outlined below are the terms and conditions of e·spire's PBX T1 Card Upgrade Term Plan Promotion. The PBX T1 Card Upgrade Promotion is a promotional offer which is available to new and/or old Platinum customers that sign a new one, two or three year term agreement. This promotion was previously introduced on October 5, 2000 and offered from October 6, 2000 until December 31, 2000. e·spire will like to reintroduce the PBX T1 Card Upgrade Promotion. The promotional Offer is scheduled to run from February 3, 2001 through March 31, 2001, as defined below:

The customer shall be responsible for selecting a PBX card vendor and arranging for the purchase and installation of the upgraded card. A copy of the PBX card purchase receipt must be submitted to e·spire, prior to the third billing cycle, in order to receive the applicable one-time credit. Upon receipt, the applicable one-time credit will be applied to the customer's 1st month billing cycle as indicated below:

SERVICE	ARD TYPE	EAR TERM IT – ONE TIME CREDIT	EAR TERM IT – ONE TIME CREDIT	EAR TERM IT – ONE TIME CREDIT
Platinum	T1	$500	$1500	$3000

Customers who do not provide a bill of sale to e·spire prior to the third billing cycle will not be eligible to receive the one-time credit and the PBX T1 Card Promotion will be removed from the customer's account in the third month.

The T1 card eliminates the need for a channel bank. The customer upgrading with the T1 card must posses telephone sets compatible with digital telephone systems. The customer shall be responsible for the maintenance of the PBX T1.

Customers that terminate their contract at any point during the term agreement will be required to reimburse e·spire with the full credited amount provided under this promotion in addition to the contracted early termination penalties. All early termination penalties will be applied to the customer's final invoice.

Please date stamp and return the extra copy of this Promotional Offer in the enclosed self-addressed stamped envelope, indicating receipt. If you have any questions in this matter, please do not hesitate to contact me at (301) 361-4357.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

FEB 03 2001

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

Sincerely,

Edwin Reese
Directory – Regulatory Affairs

REGULATORY DEPARTMENT
espire Communications, Inc.
131 National Business Pkwy, Suite 100
Annapolis Junction, MD 20701
phone 301.361.4200
fax 301.361.4277
www.espire.net

T61-1388

e·spire™

October 4, 2000

Mr. Jordan C. Neal
Public Utility Rate Analyst
Rates and Research Division
Kentucky Public Service Commission
730 Schenkel Lane, P.O. Box 615
Frankfort, Kentucky 40602

RECEIVED

OCT 0 5 2000

PUBLIC SERVICE COMMISSION

Re: American Communication Services of Louisville, Inc. d/b/a e·spire of Louisville End-User Services Tariff, K.P.S.C. No. 2

Dear Mr. Neal: 5200100

This letter is written on behalf of American Communication Services of Louisville, Inc. d/b/a e·spire of Louisville. The Integrated Service Promotion is a promotional offer which is available to new and/or old PLATINUM or PLATINUM ISDN CEU customers upgrading to integrated services with dedicated internet service transmitted with bandwidth equal to or less than 768 KBPS on the same facility. This promotional offer is available from October 6, 2000 until December 31, 2000, as defined below:

Customers must have ACSI long distance on all WTN's associated with the integrated access facility. Customers may purchase the router from ACSI or provide their own router.

Customers that order integrated internet, with a minimum speed of 128 KBPS, will receive a fixed monthly recurring credit of $395.00. This credit will be applied to the customer's monthly invoice. If a customer chooses to upgrade their access speed greater than 128 KBPS, they must pay the difference in price for the Internet Port. Additionally, a customer may chose to receive a Primary Domain Name Server (DNS) and incur no installation charge with an extra monthly credit of $50.00. If DNS is not selected, the customer will only receive the $395.00 credit.

Restrictions

- CPE Router rental is not available.
- The monthly credit will be terminated on all term plans if the customer's long distance converts away from ACSI long distance.

Please date stamp and return the extra copy of this Promotional Offer in the enclosed self-addressed stamped envelope, indicating receipt. If you have any questions in this matter, please do not hesitate to contact me at (301) 361-4357.

Sincerely,

Edwin Reese
Directory – Regulatory Affairs

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 06 2000

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

e.spire Communications, Inc.™
133 National Business Parkway, Suite 200
Annapolis Junction, Maryland 20701
phone 301.361.4200
fax 301.361.4279
www.espire.net

• communications to the point™

T61-1390

e·spire™

October 4, 2000

Mr. Jordan C. Neal
Public Utility Rate Analyst
Rates and Research Division
Kentucky Public Service Commission
730 Schenkel Lane, P.O. Box 615
Frankfort, Kentucky 40602

RECEIVED

OCT 0 5 2000

PUBLIC SERVICE COMMISSION

Re: American Communication Services of Louisville, Inc. d/b/a e·spire of Louisville End-User Services Tariff, K.P.S.C. No. 2

Dear Mr. Neal:

5200100

This letter is written on behalf of American Communication Services of Louisville, Inc. d/b/a e·spire of Louisville. Outlined below are the terms and conditions of e·spire's PBX T1 Card Upgrade Term Plan Promotion. The PBX T1 Card Upgrade Promotion is a promotional offer which is available to new and/or old Platinum customers that sign a new one, two or three year term agreement. This promotional offer is available from October 6, 2000 until December 31, 2000, as defined below:

The customer shall be responsible for selecting a PBX card vendor and arranging for the purchase and installation of the upgraded card. A copy of the PBX card purchase receipt must be submitted to e·spire, prior to the third billing cycle, in order to receive the applicable one-time credit. Upon receipt, the applicable one-time credit will be applied to the customer's 5th month billing cycle as indicated below:

SERVICE	ARD TYPE	EAR TERM IT – ONE TIME CREDIT	EAR TERM IT – ONE TIME CREDIT	EAR TERM IT – ONE TIME CREDIT
Platinum	T1	$500	$1500	$3000

Customers who do not provide a bill of sale to e·spire prior to the third billing cycle will not be eligible to receive the one-time credit and the PBX T1 Card Promotion will be removed from the customer's account in the third month.

The T1 card eliminates the need for a channel bank. The customer upgrading with the T1 card must posses telephone sets compatible with digital telephone systems. The customer shall be responsible for the maintenance of the PBX T1.

Customers that terminate their contract at any point during the term agreement will be required to reimburse e·spire with the full credited amount provided under this promotion in addition to the contracted early termination penalties. All early termination penalties will be applied to the customer's final invoice.

Please date stamp and return the extra copy of this Promotional Offer in the enclosed self-addressed stamped envelope, indicating receipt. If you have any questions in this matter, please do not hesitate to contact me at (301) 361-4357.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 06 2000

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

Sincerely,

Edwin Reese
Directory – Regulatory Affairs

e.spire Communications, Inc.™
133 National Business Parkway, Suite 200
Annapolis Junction, Maryland 20701
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fax 301.361.4279
www.espire.net

• communications to the point™

T61-1389

e·spire™

October 4, 2000

Mr. Jordan C. Neal
Public Utility Rate Analyst
Rates and Research Division
Kentucky Public Service Commission
730 Schenkel Lane, P.O. Box 615
Frankfort, Kentucky 40602

RECEIVED
OCT 0 5 2000
PUBLIC SERVICE COMMISSION

RECEIVED
OCT 5 2000
PUBLIC SERVICE COMMISSION

Re: American Communication Services of Louisville, Inc. d/b/a e·spire of Louisville End-User Services Tariff, K.P.S.C. No. 2

Dear Mr. Neal:

5200100

This letter is written on behalf of American Communication Services of Louisville, Inc. d/b/a e·spire of Louisville. Outlined below are the terms and conditions of e·spire's PBX PRI Card Upgrade Term Plan Promotion. The PBX PRI Card Upgrade Promotion is a promotional offer which is available to new and/or old Platinum ISDN CEU customers that sign a new one, two or three year term agreement. This promotional offer is available from October 6, 2000 until December 31, 2000, as defined below:

The customer shall be responsible for selecting a PBX card vendor and arranging for the purchase and installation of the upgraded card. A copy of the PBX card purchase receipt must be submitted to e·spire, prior to the third billing cycle, in order to receive the applicable one-time credit. Upon receipt, the applicable one-time credit will be applied to the customer's 5th month billing cycle as indicated below:

SERVICE	RD TYPE	YEAR TERM REDIT – ONE IME CREDIT	YEAR TERM REDIT – ONE IME CREDIT	YEAR TERM REDIT – ONE IME CREDIT
Platinum ISDN CEU	PRI	$500	$1500	$3000

Customers who do not provide a bill of sale to e·spire prior to the third billing cycle will not be eligible to receive the one-time credit and the PBX PRI Card Promotion will be removed from the customer's account in the third month.

The PRI card is only available for PBX equipment capable of ISDN functionality. The customer upgrading with the T1 card must posses telephone sets compatible with digital telephone systems. The customer shall be responsible for the maintenance of the PBX PRI card.

Customers that terminate their contract at any point during the term agreement will be required to reimburse e·spire with the full credited amount provided under this promotion in addition to the contracted early termination penalties. All early termination penalties will be applied to the customer's final invoice.

Please date stamp and return the extra copy of this Promotional Offer in the enclosed self-addressed stamped envelope, indicating receipt. If you have any questions in this matter, please do not hesitate to contact me at (301) 361-4357.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 06 2000

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

Sincerely,

Edwin Reese
Directory – Regulatory Affairs

e.spire Communications, Inc.™
133 National Business Parkway, Suite 200
Annapolis Junction, Maryland 20701
phone 301.361.4200
fax 301.361.4279
www.espire.net

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T61-1187

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RECEIVED
AUG 30 2000
PUBLIC SERVICE COMMISSION

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 16 2000

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

August 29, 2000

Mr. Jordan C. Neal
Public Utility Rate Analyst
Rates and Research Division
Kentucky Public Service Commission
730 Schenkel Lane, P.O. Box 615
Frankfort, Kentucky 40602

Re: American Communication Services of Louisville, Inc. d/b/a e·spire of Louisville End-User Services Tariff, K.P.S.C. No. 2

Dear Mr. Neal:

5200100

This letter is written on behalf of American Communication Services of Louisville, Inc. d/b/a e·spire of Louisville. Outlined below are the terms and conditions of Xpresslink Voice Services Term Plan Promotion. Xpresslink Voice Services Promotion is a promotional offer, which is available to new customers signing term agreements for Platinum and/or Platinum ISDN Commercial End User products. This promotional offer was previously introduced on June 10, 2000 and offered from June 15, 2000 until September 15, 2000. e·spire seeks to extend this current Xpresslink Voice Services Promotion. This extension is scheduled to run from September 16, 2000 through September 30, 2000, as defined below:

Customers signing a 1year Term Platinum or Platinum ISDN Commercial End User agreement will receive one-month credit for its monthly recurring Term Plan charge not including taxes, surcharges/usage. This credit will be applied to the customer's 5th month invoice.

Customers signing a 2 year Term Platinum and Platinum ISDN Commercial End User agreement will received one-month credit for its monthly recurring Term Plan charge not including taxes, surcharges/usage. This credit will be applied to the customer's 1st month invoice.

Customers signing a 3 year Term Platinum and or Platinum ISDN Commercial End User agreement will receive two months credit for its monthly recurring Term Plan charge not including taxes, surcharges/usage. This credit will be applied to the customer's 1st month and 13th month invoices.

All other terms and conditions of e·spire's existing e·spire PLATINUM and e·spire PLATINUM ISDN Commercial End User agreement, not expressly modified in the attached Addendum, remain unchanged and in full force and effect.

Please date stamp and return the extra copy of this Promotional Offer in the enclosed self-addressed stamped envelope, indicating receipt. If you have any questions in this matter, please do not hesitate to contact me at (301) 361-4357.

Sincerely,

Edwin Reese
Directory – Regulatory Affairs

REGULATORY DEPARTMENT
espire Communications, Inc.
131 National Business Pkwy, Suite 100
Annapolis Junction, MD 20701
phone 301.361.4200
fax 301.361.4277
www.espire.net

T61-0745

e·spire™

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUN 15 2000

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

RECEIVED

JUN 15 2000

PUBLIC SERVICE
COMMISSION

June 9, 2000

Mr. Jordan C. Neal
Public Utility Rate Analyst
Rates and Research Division
Kentucky Public Service Commission
730 Schenkel Lane, P.O. Box 615
Frankfort, Kentucky 40602

Re: American Communication Services of Louisville, Inc. d/b/a e·spire of Louisville End-User Services Tariff, K.P.S.C. No. 2

5200100

Dear Mr. Neal:

This letter is written on behalf of American Communication Services of Louisville, Inc. d/b/a e·spire of Louisville. Outlined below are the terms and conditions of Xpresslink Voice Services Term Plan Promotion. Xpresslink Voice Services Promotion is a promotional offer, which is available to new customers signing term agreements for Platinum and/or Platinum ISDN Commercial End User products. This promotional offer is available from June 15, 2000 until September 15, 2000, as defined below:

Customers signing a 1year Term Platinum or Platinum ISDN Commercial End User agreement will receive one-month credit for its monthly recurring Term Plan charge not including taxes, surcharges/usage. This credit will be applied to the customer's 5th month invoice.

Customers signing a 2 year Term Platinum and Platinum ISDN Commercial End User agreement will received one-month credit for its monthly recurring Term Plan charge not including taxes, surcharges/usage. This credit will be applied to the customer's 1st month invoice.

Customers signing a 3 year Term Platinum and or Platinum ISDN Commercial End User agreement will receive two months credit for its monthly recurring Term Plan charge not including taxes, surcharges/usage. This credit will be applied to the customer's 1st month and 13th month invoices.

All other terms and conditions of e·spire's existing e·spire PLATINUM and e·spire PLATINUM ISDN Commercial End User agreement, not expressly modified in the attached Addendum, remain unchanged and in full force and effect.

Please date stamp and return the extra copy of this Promotional Offer in the enclosed self-addressed stamped envelope, indicating receipt. If you have any questions in this matter, please do not hesitate to contact me at (301) 361-4357.

Sincerely,

Edwin Reese
Directory – Regulatory Affairs

REGULATORY DEPARTMENT
espire Communications, Inc.
131 National Business Pkwy, Suite 100
Annapolis Junction, MD 20701
phone 301.361.4200
fax 301.361.4277
www.espire.net

T60-1411

e·spire™

November 18, 1999

RECEIVED

NOV 23 1999

PUBLIC SERVICE COMMISSION

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

DEC 19 1999

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

BY: Stephanie Bell

SECRETARY OF THE COMMISSION

Mr. Jordan C. Neal
Public Utility Rate Analyst
Rates and Research Division
Kentucky Public Service Commission
730 Schenkel Lane, P.O. Box 615
Frankfort, Kentucky 40602

Re: American Communication Services of Louisville, Inc. d/b/a e·spire of Louisville End-User Services Tariff, K.P.S.C. No. 2

Dear Mr. Neel:

05200100

This letter is written on behalf of American Communication Services of Louisville, Inc. d/b/a e·spire of Louisville. Outlined below are the terms and conditions of e·spire PLATINUM Advantage. e·spire PLATINUM Advantage is a promotional offer, which is available to new and existing customers receiving e·spire PLATINUM and/or e·spire PLATINUM ISDN. This promotional offer was previously introduced on June 3, 1999 and offered from July 4, 1999 until September 1, 1999. e·spire will like to reintroduce e·spire PLATINUM Advantage. The promotional offer is scheduled to run from December 19, 1999 through as January 31, 1999, as defined below.

e·spire PLATINUM Advantage is designed to incent prospects and existing customers to purchase e.spire Long Distance, while receiving credits for Local Service*. The higher the long distance net revenue, the higher the monthly credits for Local Service*.

*Includes e.spire PLATINUM, PLATINUM ISDN CEU (ONLY), base component, DID Trunk Termination and DID Blocks. Initial Install Waiver Program will be honored on NRC costs. Excludes all optional features, line coding, EUCL, additional service fees, surcharges and taxes.

New and Existing Customer's will receive Local Service credits on up to 4 e.spire PLATINUM / PLATINUM ISDN Commercial End User T-1's, DID Trunk Termination and DID Blocks. The Local Service credits are based on the sliding scale net Long Distance (Interstate , Intralata, Intrastate, International, Toll Free & Calling Card) usage per month, for the length of the PLATINUM/PLATINUM ISDN Commercial End User Agreement.

Net Monthly Long Distance Revenue	Maximum Local Services Charges Waived
$2,500.00 - $4,999.99	1 PLATINUM
$5,000.00 - $7,499.99	1 PLATINUM and 50% off 1 additional PLATINUM
$7,500.00 - $9,999.99	2 PLATINUM, and 50% off 1 additional PLATINUM
$10,000.00 - $12,499.99	3 PLATINUM and 50% off 1 additional PLATINUM
$12,500.00 or more	4 PLATINUM and 50% off 1 additional PLATINUM

REGULATORY DEPARTMENT
e.spire Communications, Inc.
133 National Business Parkway, Suite 200
Annapolis Junction, Maryland 20701
phone 301.361.4200
fax 301.361.4277
www.espire.net

Existing e.spire PLATINUM /PLATINUM ISDN CEU customers must renew at equal to or greater than the length of their existing contract with the attached PLATINUM Advantage Addendum. Existing customers who increase or decrease the number of PLATINUM's must have their account promotion updated.

All other terms and conditions, of e·spire's existing e·spire PLATINUM and e·spire PLATINUM ISDN agreements, not expressly modified in the attached Addendum remain unchanged and in full force and effect.

Please date stamp and return the extra copy of this Promotional Offer in the enclosed self-addressed stamped envelope, indicating receipt. If you have any questions regarding this matter, please do not hesitate to contact me at (301) 361-4357.

Sincerely,

Edwin Reese
Manager, Tariffs

Enclosures

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DEC 19 1999

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

T60-633

e·spire™

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 04 1999

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

RECEIVED
JUN 03 1999
PUBLIC SERVICE
COMMISSION

June 2, 1999

Mr. Jordan C. Neal
Public Utility Rate Analyst
Rates and Research Division
Kentucky Public Service Commission
730 Schenkel Lane, P.O. Box 615
Frankfort, Kentucky 40602

Re: American Communication Services of Louisville, Inc. d/b/a e·spire of Louisville End-User Services Tariff, K.P.S.C. No. 2

05200100

Dear Mr. Neal:

This letter is written on behalf of American Communication Services of Louisville, Inc. d/b/a e·spire of Louisville. Outlined below are the terms and conditions of e·spire PLATINUM Advantage. e·spire PLATINUM Advantage is a promotional offer, which is available to new and existing customers receiving e·spire PLATINUM and/or e·spire PLATINUM ISDN. This promotion is available July 4, 1999 through September 1, 1999 as defined below.

e·spire PLATINUM Advantage is designed to incent prospects and existing customers to purchase e.spire Long Distance, while receiving credits for Local Service*. The higher the long distance net revenue, the higher the monthly credits for Local Service*.

*Includes e.spire PLATINUM, PLATINUM ISDN CEU (ONLY), base component, DID Trunk Termination and DID Blocks. Initial Install Waiver Program will be honored on NRC costs. Excludes all optional features, line coding, EUCL, additional service fees, surcharges and taxes.

New and Existing Customer's will receive Local Service credits on up to 4 e.spire PLATINUM / PLATINUM ISDN Commercial End User T-1's, DID Trunk Termination and DID Blocks. The Local Service credits are based on the sliding scale net Long Distance (Interstate , Intralata, Intrastate, International, Toll Free & Calling Card) usage per month, for the length of the PLATINUM/PLATINUM ISDN Commercial End User Agreement.

Net Monthly Long Distance Revenue	Maximum Local Services Charges Waived
$2,500.00 - $4,999.99	1 PLATINUM
$5,000.00 - $7,499.99	1 PLATINUM and 50% off 1 additional PLATINUM
$7,500.00 - $9,999.99	2 PLATINUM, and 50% off 1 additional PLATINUM
$10,000.00 - $12,499.99	3 PLATINUM and 50% off 1 additional PLATINUM
$12,500.00 or more	4 PLATINUM and 50% off 1 additional PLATINUM

REGULATORY DEPARTMENT
e.spire Communications, Inc.
133 National Business Parkway, Suite 200
Annapolis Junction, Maryland 20701
phone 301.361.4200
fax 301.361.4277
www.espire.net

Existing e.spire PLATINUM /PLATINUM ISDN CEU customers must renew at equal to or greater than the length of their existing contract with the attached PLATINUM Advantage Addendum. Existing customers who increase or decrease the number of PLATINUM's must have their account promotion updated.

All other terms and conditions, of e·spire's existing e·spire PLATINUM and e·spire PLATINUM ISDN agreements, not expressly modified in the attached Addendum remain unchanged and in full force and effect.

Please date stamp and return the extra copy of this Promotional Offer in the enclosed self-addressed stamped envelope, indicating receipt. If you have any questions regarding this matter, please do not hesitate to contact me at (301) 361-4357.

Sincerely,

Edwin Reese
Manager, Tariffs

Enclosures

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 04 1999

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

PLATINUM ADVANTAGE™ ADDENDUM
to the
e.spire™ PLATINUM AGREEMENT

This PLATINUM ADVANTAGE™ ADDENDUM to the e.spire PLATINUM AGREEMENT ("Agreement"), entered into to be effective upon execution is by and between **e.spire** and ("Customer"), and modifies the Terms and Conditions of the Agreement executed between the parties as hereinafter set forth.

1. **The following new provision shall be added to the Agreement:**

"**PLATINUM ADVANTAGE** In exchange for purchasing the Platinum Advantage, Customer shall receive a credit for certain local services during each month of the Term of this Agreement, based upon the Customer's net monthly usage of long distance services purchased hereunder:

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JUL 04 1999

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

BY: Stephanie Bell
SECRETARY OF THE COMMISSION

"Net Monthly Long Distance Revenue	Maximum Local Services Charges Waived
$2,500.00 - $4,999.99	1 PLATINUM
$5,000.00 - $7,499.99	1 PLATINUM and 50% off 1 additional PLATINUM
$7,500.00 - $9,999.99	2 PLATINUM, and 50% off 1 additional PLATINUM
$10,000.00 - $12,499.99	3 PLATINUM and 50% off 1 additional PLATINUM
$12,500.00 or more	4 PLATINUM and 50% off 1 additional PLATINUM

"Local services eligible for this program include only the following: all Base Components (as defined in the applicable Attachment A, installation charges, DID trunk termination and DID Block charges. Charges for taxes, surcharges, optional features, line coding, and End-User Common Line will not be waived."

2. **The "Early Termination Penalty" provision is replaced with the following language:**

"If you decide to terminate the Platinum Advantage Services prior to the end of the Term, you will be subject to early termination charges equal to one hundred percent (100%) of the number of months remaining in the Term, multiplied by the monthly rate for the Services. You shall be obligated to pay such charges within thirty (30) days of termination. If we provide the Services via a third-party, you will be charged all costs we incur for such early termination with our service provider.

2. The Term Commitment contained in the Agreement shall begin as of the date of this **PLATINUM ADVANTAGE ADDENDUM**, and shall continue for the length of time specified in the **Term Commitment** provision of the Agreement.

All other terms and conditions not expressly modified herein remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to set their hands to this **PLATINUM ADVANTAGE ADDENDUM.**

FOR CUSTOMER	**FOR e.spire™**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

PLATINUM ADVANTAGE™ ADDENDUM
to the
e.spire PLATINUM ISDN (CEU) AGREEMENT

This PLATINUM ADVANTAGE™ ADDENDUM to the e.spire PLATINUM ISDN (CEU) AGREEMENT ("Agreement"), entered into to be effective upon execution is by and between **e.spire** and ("Customer"), and modifies the Terms and Conditions of the Agreement executed between the parties as hereinafter set forth.

1. The following new provision shall be added to the Agreement:

"**PLATINUM ADVANTAGE** In exchange for purchasing the Platinum Advantage, Customer shall receive a credit for certain local services during each month of the Term of this Agreement, based upon the volume of Customer's net monthly usage of long distance services purchased hereunder:

"Net Monthly Long Distance Revenue	Maximum Local Services Charges Waived
$2,500.00 - $4,999.99	1 PLATINUM
$5,000.00 - $7,499.99	1 PLATINUM and 50% off 1 additional PLATINUM
$7,500.00 - $9,999.99	2 PLATINUM, and 50% off 1 additional PLATINUM
$10,000.00 - $12,499.99	3 PLATINUM and 50% off 1 additional PLATINUM
$12,500.00 or more	4 PLATINUM and 50% off 1 additional PLATINUM

"Local services eligible for this program include only the following: all Base Components (as defined in the applicable Attachment A, installation charges, DID trunk termination and DID Block charges. Charges for taxes, surcharges, optional features, line coding, and End-User Common Line will not be waived."

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SECTION 9 (1)
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SECRETARY OF THE COMMISSION

2. The "Early Termination Penalty" provision is replaced with the following language:

"If you decide to terminate the Platinum Advantage Services prior to the end of the Term, you will be subject to early termination charges equal to one hundred percent (100%) of the number of months remaining in the Term, multiplied by the monthly rate for the Services. You shall be obligated to pay such charges within thirty (30) days of termination. If we provide the Services via a third-party, you will be charged all costs we incur for such early termination with our service provider.

2. The Term Commitment contained in the Agreement shall begin as of the date of this **PLATINUM ADVANTAGE ADDENDUM**, and shall continue for the length of time specified in the **Term Commitment** provision of the Agreement.

All other terms and conditions not expressly modified herein remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to set their hands to this **PLATINUM ADVANTAGE ADDENDUM.**

FOR CUSTOMER	**FOR e.spire™**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLYING TO END-USER COMMUNICATION SERVICES WITHIN THE COMMONWEALTH OF KENTUCKY

e·spire Communications, Inc.
133 National Business Parkway, Suite 200
Annapolis Junction, Maryland 20701
(301) 617-4200

American Communication Services Of Louisville, Inc.
d/b/a e·spire of Louisville
1770 Meidinger Tower
Louisville, Kentucky 40202
(502) 583-6666

RATES, RULES AND REGULATIONS FOR FURNISHING NETWORK TRANSMISSION SERVICES (INCLUDING DIGITAL CHANNELS) BETWEEN FIXED POINTS IN THE COMMONWEALTH OF KENTUCKY.

This tariff is on file with the Kentucky Public Service Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

Issued: January 14, 1999

Effective Date: February 15, 1999

PUBLIC SERVICE COMMISSION
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FEB 15 1999

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SECTION 9 (1)
BY: [illegible]
SECRETARY OF THE COMMISSION

Issued By:
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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

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SECTION 9 (1)
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Issued: March 15, 2002

Effective: Date: April 15, 2002

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APR 15 2002

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. 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 page. These numbers are used to determine the most current sheet version on file. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.

C. Check Sheets - When a tariff filing is made with the K.P.S.C.,an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*).

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

EXPLANATION OF SYMBOLS-

The following symbols shall be used in this tariff for the purpose indicated and shall appear in the right margin of the sheet:

C - To signify changed regulation.

D - To signify discontinued rate, regulation, or condition.
I - To signify increased rate.
K - To signify that material has been transferred to another sheet or place in the tariff.
M - To signify that material has been transferred from another sheet or place in the tariff.
N - To signify new rate, regulation, condition or sheet.

R - To signify reduced rate.
T - To signify a change in, text for clarification, but no change in rate or regulation.

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

CHECK SHEET

The cover sheet and sheets 1-113 inclusive of this tariff are effective as of the date originally shown. Original and revised sheets, as named below, comprise all changes from the original tariff in effect on the date indicated.

Sheet	Revision	Sheet	Revision
Cover Sheet	Original	29	Original
1	Original	30	Original
2	Original	31	Original
3	Original	32	Original
4	1st	33	Original
5	1st	34	Original
6	5th *	35	Original
7	Original	36	Original
8	Original	37	1st
9	16th*	38	Original
10	15th*	39	Original
11	Original	40	Original
12	Original	41	Original
13	Original	42	Original
14	Original	43	Original
15	Original	44	Original
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	2nd	54	Original
26	Original	55	Original
27	Original	56	Original
28	Original	57	Original

Issued: March 15, 2002

Effective: Date: April 15, 2002

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

CHECK SHEET (Cont'd)

The cover sheet and sheets 1-113 inclusive of this tariff are effective as of the date originally shown. Original and revised sheets, as named below, comprise all changes from the original tariff in effect on the date indicated.

Sheet	Revision	Sheet	Revision	Sheet	Revision
58	Original	74	2nd	107	Original
59	Original	75	Original	108	Original
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61	4th	77	Original	110	Original
62	1st	78	1st	111	Original
63	1st	79	4th	112	Original
64	2nd	80	1st	113	Original
65	2nd	80.1	3rd	114	Original
66	2nd	80.2	2nd	115	Original *
67	2nd	80.3	Original	116	Original *
68	2nd	80.4	Original		
69	Original	81	Original		
70	2nd	82	2nd		
70.1	Original	83	Original		
70.2	Original	84	2nd		
70.3	Original	85	2nd		
70.4	Original	86	Original		
70.5	Original	87	Original		
70.6	2nd	88	Original		
70.7	Original	89	Original		
70.8	Original	90	2nd		
70.9	Original	91	2nd		
70.10	Original	92	1st		
70.11	Original	93	1st		
70.12	Original	94	1st		
70.13	2nd	95	1st		
70.14	2nd	96	2nd		
70.15	Original	97	1st		
70.16	Original	98	1st		
70.17	Original	99	1st		
70.18	Original	100	1st		
70.19	Original	101	1st		
70.20	2nd	102	1st		
71	3rd	103	1st		
72	2nd	104	1st		
73	2nd	105	1st		
		106	1st		

Issued: March 15, 2002

Effective: April 15, 2002

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SECTION 9 (1)
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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user communications services by American Communication Services of Louisville, Inc., hereinafter referred to as the Company, to customers within the Commonwealth of Kentucky.

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CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

Concurring Carriers:

American Communication Services of Lexington, Inc.

Connecting Carriers:

None

Other Participating Carriers:

None

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

1. DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting "AMA" recording. The account or project number must be input prior to dialing the called number.

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

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the company operator.

Automatic Number Identification ("ANI") Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

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

Call Back/Cqmp On: Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

Call Forwarding :

Call Forwarding Station : Allows calls directed to a station line to be routed to a user defined line inside or outside the customer's telephone system.

Call Forwarding System: Permits calls attempting to terminate to a busy station line to

re-directed to a predetermined line inside or outside the customer's telephone system.

Call Forwarding Remote : This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

1. DEFINITIONS (Cont'd)

Call Forwarding Busy.: Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Don't Answer: Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwardiniz Variable Limited: When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

Call Forwarding Variable Unlimited : The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

Call Hold-: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Park: Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

Call Pic1qT: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a customer group.

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

1. DEFINITIONS (Cont'd)

Call Transfer : Allows a station line user to transfer any established call to another station line inside or outside the customer group without the assistance of the attendant.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switchhook flash.

Communication Services: The Company's intrastate toll and local exchange switched telephone services.

Coqjpaqy or ACSI: American Communication Services of Louisville, Inc., the issuer of this tariff.

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

Dial Pulse CDP") The pulse type employed by rotary dial station sets.

Direct Inward Dial ("DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial ("DOD") A service attribute that allows individual station users to access and dial outside numbers directly.

Do Not Disturb : Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

DSX-1 Panel: Distribution equipment used to terminate and administer DS1 (1.544 Mbps) circuits.

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

1. DEFINITIONS (Cont'd)

Dual Tone Multi-Frequency ("DTMF") The pulse type employed by tone dial station sets.

Duplex Service: Service that provides for simultaneous transmission in both directions.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hunting Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

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

KhM. Kilobits per second, denotes thousands of bits per second.

Last Number Redial : Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

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

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PUBLIC SERVICE COMMISSION
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FEB 15 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: [illegible]
SECRETARY OF THE COMMISSION

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

1. DEFINITIONS (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 that does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Local Exchange Carrier ("LEC"): Denotes any individual, partnership, association, jointstock company, trust or corporation engaged in providing switched communication within an exchange.

Mbps. Megabits, denotes millions of bits per second.

Multi-Frequency ("MF") An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

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

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

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.

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

1. DEFINITIONS (Cont'd)

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

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.

Three-Wgy Calling Allows a station line user to add a third party to an existing conversation.

Two Wqy: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

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

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2. REGULATIONS

2.1 Undertaking of the CoMpapy

2. 1.1 Scope

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

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

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

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2. REGULATIONS (Cont'd)

2.1 Undertakinjz of the CojnpM (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 tariff, 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 tariff. Customers 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 30 days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

2.1.3.4 In any action between the parties to enforce any provision of this tariff, 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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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

2. REGULATIONS (Cont'd)

2.1 Undertakina of the Company (Cont'd)

2.1.3 Terms and Conditions

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 tariff; 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 Commonwealth of Kentucky regardless of its choice of laws provisions.

2.1.3.7 A local exchange 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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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

2. REGULATIONS (cont'd)

2.1 Undertaking of the CoMpaLiy (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

2.1.3.8 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 the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

2.1.4 Liabili1y of the CoInpapy

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, or the acts or omissions or negligence of the Company's employees or agents.

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2. REGULATIONS (cont'd)

2.1 UndertakinV of the CompaLly (Cont'd)

2.1.4 Liability of the Compaqy (Cont'd)

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, lock-outs, work stoppages, or other labor difficulties.

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.

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.

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

2. REGULATIONS (cont'd)

2.1 Undertaking of the Colupapy (Cont'd)

2.1.4 Liability of the CompaLiy (Cont'd)

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 indemnities 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 2.1.4.5as 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 ftirnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willftil misconduct of the Company's agents or employees.

2.1.4.7 The Company shall be indemnified, defended and harmless by the Customer against 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.

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

2. REGULATIONS (cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

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 the Company by the 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.**

2.1.4.10 With respect to directory listings, the Company's liability shall be limited to the provisions of Section 6.1.1, and the further limitations provided in this Section.

2.1.4.11 The Company's Year 2000 readiness depends on the readiness of several third party vendors whose Year 2000 readiness the Company cannot control. Due to the interdependence among telecommunications providers and the interrelationship with non-Company processes, equipment and systems, the Company is not responsible for Year 2000 failures caused by circumstances beyond its control, including, but not limited to failures caused by: 1) the Customer; 2) other telecommunications provider; 3) customer premises equipment; or 4) suppliers of hardware, software, data, and other equipment and supplies. (N) (N)

2.1.5 Notification of Service-Affecting Activities

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

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

2. REGULATIONS (cont'd)

2.1 Undertaking of the CoMpagy (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 tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

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 the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

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 it was provided by the Company.

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2. REGULATIONS (cont'd)

2.1 Undertaking of the CoMpapy (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

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.

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 tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

(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. REGULATIONS (Cont'd)

2.1 Undertaking of the CoMpapy (Cont'd)

2.1.7 Nonroutine Installation

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

2.1.8 Special Construction

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

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

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

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

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

5. on an expedited basis;

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the CompapL(Cont'd)

2.1.8 Special Construction (Cont'd)

6. on a temporary basis until permanent facilities are available;

7. involving abnormal costs; or

8. in advance of its normal construction.

2.1.9 Ownership of Facilities

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

2.2 Prohibited Uses

2.2.1 Unlawful Pulpose

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 Notification To CoMpapy

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 Kentucky Public Service Commission regulations, policies, orders, and decisions; and if the reseller intends to provide intrastate services, is certified with the Kentucky Public Service Commission.

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2. REGULATIONS (Cont'd)

2.2 Prohibited Uses (Cont'd)

2.2.3 Transmission Interferenc

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 Assignment or Transfer by Customer

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 tariff will apply.

2.3 Obligations of the Customer

2.3.1 Responsibilities of the Customer

The Customer shall be responsible for:

1. the payment of all applicable charges pursuant to this tariff;

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

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

2. REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 Responsibilities of the Customer (Cont'd)

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, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

4. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3. 1 (c). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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's employees or property might result from installation or maintenance by the Company. TheCustomer 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. REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 Responsibilities of the Customer (Cont'd)

6. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3. 1 (d); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

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

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. 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, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

1. any loss, destruction or damage to the property of the Company or any third party, or 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, epresentatives or invitees; or

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 the Customer and the Company.

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2. REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels

2.4.1 In General

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

2.4.1.1 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.

2.4.1.2 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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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

2. REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.2 Interconnection of Facilities

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

2.4.2.2 Communication 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 tariffs of the other communications carriers that are applicable to such connections.

2.4.2.3 Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. 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.

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

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2. REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Inspections

2.4.3.1 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(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2.4.3.2 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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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

2. 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.

2.5.2 Taxes

The Customer is responsible for payment of any universal service, sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services. (T)

2.5.3 Billing and Collection of Charges

2.5.3.1 Non-recurring charges are due and payable from the customer within 30 days after the invoice date, unless otherwise agreed to in advance.

2.5.3.2 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 30 days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

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2. REGULATIONS (Cont'd)

2.5 Pqyment ArranIzements - (Cont'd)

2.5.3 Billing and Collection of Charges (Cont'd)

2.5.3.3 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.

2.5.3.4 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 tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

2.5.3.5 The Customer will be assessed a charge of twenty-five dollars ($25.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.

2.5.3.6 Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.

2.5.3.7 If service is disconnected by the Company in accordance with section 2.5.5following and later restored, restoration of service will be subject to all applicable installation charges.

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements - (Cont'd)

2.5.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's 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.

2.5.5 Deposits

2.5.5.1 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 that 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 that has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements - (Cont'd)

2.5.5 Deposits (Cont'd)

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

2.5.5.3 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 may, at its option, return the deposit or credit it to the Customer's account.

2.5.5.4 Deposits held will accrue interest at a rate of 6% pursuant to KRS 278.460.

2.5.6 Disconnection of Service

2.5.6.1 Upon nonpayment of any amounts owing to the Company by a business Customer, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.

2.5.6.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Disconnection of Service (Cont'd)

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

2.5.6.4 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.

2.5.6.5 In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

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2.REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Disconnection of Service (Cont'd)

2.5.6.6 Upon the Company's discontinuance of service to the Customer under Section 2.5.6.1or 2.5.6.2,the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

2.5.6.7 Upon the use of service or facilities for calls, anonymous or otherwise, in a manner reasonably to be expected to frighten, abuse, torment, or harass another, the Company may immediately discontinue service without incurring any liability.

2.5.6.8 The Company reserves the right to cancel any contract for service with, and to discontinue service to, any person who uses or permits the use of obscene, profane or grossly abusive language over, or by means of, the Company's facilities, and who, after reasonable notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.

2.5.7 Cancellation of Application for Service

2.5.7.1 Applications for service cannot be canceled without the Company's agreement. Where the Company permits a 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.

2.5.7.2 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 incurred by the Company, 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 commenced (all discounted to present value at six percent).

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2. REGULATIONS (Cont'd)

2.5 Pqyment Arrangements (Cont'd)

2.5.7 Cancellation of Application for Service (Cont'd)

2.5.7.3 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 by the Company, 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.

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

2.5.8 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.

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2. REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service

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

2.6.1 Credit for InterMtions

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 tariff. 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. REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6. 1 Credit for InterrLiptions (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	115 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 interruption.

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2. REGULATIONS (Cont'd)

2.6 Allowances for Interrgptions in Service (Cont'd)

2.6.1 Credit for InterWtions (Cont'd)

2.6.1.3 (Cont'd)

Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 115 day for each 3hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

InterWtions 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.

2.6.2 Limitations on Allowances

No credit allowance will be made for:

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

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;

3. interruptions due to the failure or malfunction of non-Company equipment;

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

2. REGULATIONS (Cont'd)

2.6 Allowances for Interrqptions in Service (Cont'd)

2.6.2 Limitations on Allowances

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;

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

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

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

2.6.3 Cancellation for Service InterrLiption

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 that has been subject to the outage or cumulative service credits.

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2. REGULATIONS (Cont'd)

2.7 Use of Customer's Service by Others

2.7.1 Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of the Customer, subject to compliance with any applicable laws or Kentucky Public Service Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, 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 tariff. 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 designated 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. 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 Section 2.6.1above), the Customer agrees to pay to the 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 2.5.2all costs, fees and expenses reasonably incurred in connection with 1) all Non-Recurring charges reasonably expended by Company to establish service to Customer, plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus 3) all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term.

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2. 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.

2.10 Notices and Communications

2.10.1 Customer's Desijznation of Address

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 the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.10.2 Company's Designation of Address

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.

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2. REGULATIONS (Cont'd)

2. 10 Notices and Communications (Cont'd)

2.10.3 Written Notification

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

2.10.4 Customer Service Availability

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. REGULATIONS (Cont'd)

2.11 Operator Services Rules

The Company will enforce the following operator service rules.

2.11.1 Providers of Intrastate Operator Assisted Communications

A provider of intrastate operator assisted communications services must, identify itself at the time the end-user accesses its services; upon request, quote all rates and charges for its services to the end-user accessing its system; and 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:

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

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

3. 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

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

2.11.2 Inabilijy to CoInplete Call

In instances when the provider is unable to complete the call and it requires transfer to another telephone corporation that 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.

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2. REGULATIONS (Cont'd)

2.11 Operator Services Rules (Cont'd)

2.11.3 Transfer of Call

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.

2.11.4 Prohibited Actions

Providers of intrastate operator assisted communications services shall not take any, action or enter into any arrangement that restricts end-user selection among competing interexchange telephone corporations or endusers 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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3. APPLICATION OF RATES

3.1 Introduction

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

3.2 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:

3.2.1 Calls Measured in Durational Increments

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

3.2.2 Timing on Comffleted Calls

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.

3.2.3 Timing on Termination of Calls

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.

3.2.4 Timing on Calls in More Than One Time Period

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.

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3. APPLICATION OF RATES (Cont'd)

3.2 Charges Based on Duration of Use (Cont'd)

3.2.5 Measurement of Time

All times refer to local time.

3.3 Rates Based Upon Distance

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

3.3.1 Measurement of Distance

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 the Local Exchange Routing Guide issued by Bellcore, associated with each NPANXX 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.

3.3.2 Airline Distance-

The airline distance between any two rate centers is determined as follows:

3.3.2.1 Obtain the "V"(vertical) and "H" (horizontal) coordinates for each rate center from the Bellcore Local Exchange Routing guide referenced in Section 3.3(A).

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

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3. APPLICATION OF RATES (Cont'd)

3.3 Rates Based Upon Distance (Cont'd)

3.3.2 Airline Distance (Cont'd)

3.3.2.3 Square each difference obtained in step (2) above.

3.3.2.4 Add the square of the "V"difference and the square of the "H"difference obtained in step (3) above.

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

3.3.2.6 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.

3.3.2.7 FORMULA

$$\sqrt{\frac{(Vl-V2)2+(Hl-H2)2}{10}}$$

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4. SERVICE AREAS

4.1 Exchange Access Service Areas

Exchange Access Service Areas ("EASA") are provided (pursuant to Section 5.1) in limited geographic areas. Exchange Access Services bearing the following designations are provided in the following areas:

[Table appears on next page]

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

Market Serving Area	**Calling Area**
Louisville, KY Includes: 231, 239, 241, 243, 244, 245, 253, 254, 261, 263, 266, 267, 326, 327, 329, 332, 336, 339, 346, 394, 359, 361, 363, 364, 366, 367, 368, 374, 375, 392, 421, 423, 425, 426, 429, 447, 448, 449, 438, 491, 493, 495, 499, 451, 452, 454, 455, 456, 458, 459, 473, 478, 479, 485, 540, 560, 561, 562, 566, 568, 569, 571, 572, 574, 580, 581, 582, 583, 584, 585, 587, 588, 589, 595, 596, 625, 627, 629, 632, 634, 635, 636, 637, 638, 672, 681, 752, 772, 774, 775, 776, 778, 779, 852, 873, 891, 893, 894, 895, 896, 897, 899, 933, 935, 937, 961, 962, 963, 964, 966, 968,969,976,995	Local calling area includes: 222, 225, 228, 246, 256, 262, 280, 282, 283, 284, 285, 288, 340, 341, 342, 344, 396, 397, 419, 464, 523, 541, 544, 550, 551, 552, 553, 558, 592, 593, 594, 599, 645, 648, 649, 675, 679, 682, 693, 872, 939, 955, 957, 922, 923, 941, 944, 945, 946,948,949
Non Optional Flat Rate Service(A3.6.1)	Non Optional Flat Rate Service(A3.6. 1)
ACS1 Flat Rate Exchange Calling Area from Louisville Exchange	ACSI Flat Rate Exchange Calling Area from Kentucky Exchange

Issued: January 14, 1999

Effective Date: February 15, 1999

Issued By:

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5. EXCHANGE ACCESS SERVICE

5.1 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 is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the customer's premises. Each Exchange Access Service enables users to:

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

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

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

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

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

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

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

5. EXCHANGE ACCESS SERVICE (Cont'd)

5.1 General (Cont'd)

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the customer's premises.

The following Exchange Access Services are offered:

Basic Local Exchange
Basic Local Exchange-Silver Feature Package
Basic Local Exchange-Local Service Feature Package (T)
Basic Local Exchange-Local Service Plus Feature Package (T)
Basic Exchange Analog Trunk Service
Basic Exchange Digital Trunk Service
DID Trunk Service
HUNT/Grouping Service

5.2 Basic Exchange Line Service

Basic Line Service provides a Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic 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 Company-provided Basic Lines. Each Basic Line is provided with the following standard features which can be deleted at the Customer's option:

Touch Tone

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5. EXCHANGE ACCESS SERVICE (Cont'd)

5.2 Basic Exchange Line Service†† (Cont'd)

Basic Exchange Line Service is also available with various calling features and options. Additionally, customer wishing to purchase single calling features may order those desired from 5.9 below. Non-recurring and monthly recurring rates per Basic Line apply as follows:

	Non-Recurring	Monthly Recurring
Basic Local Exchange Line		
-First Line	$66.00	$31.25
-Each Additional Line	$20.00	$31.25
Lifeline Support (per line)	N/A	$00.05

5.3 Basic Exchange Business Line - Silver Package

†† - Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e·spire's LOCAL SERVICE, LOCAL SERVICE PLUS and LOCAL ISDN services at the rate levels outlined (T)
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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

5. EXCHANGE ACCESS SERVICE (Cont'd)

5.3 Basic Exchanjze Business Line - Silver Package (Cont'd)

5.4 Basic Exchanjze Business Line - Local Service Package (T)

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5. EXCHANGE ACCESS SERVICE (Cont'd)

5.4 Basic Exchange Business Line - Local Service Package- (Cont'd) (T)

5.5 Basic Exchange Business Line - Local Service Plus Package (T)

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

5. EXCHANGE ACCESS SERVICE (Cont'd)

5.5 Basic Exchange Business Line - Local Service Plus Package (Cont'd)

5.6 Basic Exchange Trunk Service††

Basic Exchange Trunk Service provides a Customer with a single, voice-grade, analog telephonic communications channel that can be used to place or receive one call at a time. Basic Exchange Analog Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Trunk is provided with touch tone signaling.

	Non-Recurring	Monthly RecuKdpg
Basic Local Exchange Trunk Service		
-First Trunk	$65.50	$31.25
-Each Additional Trunk	$20.00	$31.25

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5. EXCHANGE ACCESS SERVICE (Cont'd)

5.7 Basic Exchanize Digital Trunk Service††

Basic Exchange Digital Trunk Service provides a Customer with a digital connection operating at 1. 544 Mbps that 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.

Basic Trunks may be equipped with Direct Inward Dial (DID) capability and **DID** number blocks for additional charges, as set forth in Sections 5.8. The price shown below is based on the number of channels activated on the digital transport facility and upon the distance of the transport facility. The price shown below is based on the number of channels ordered and includes the price of transport, voice feature activation, Network Access Register charges and similar charges tariffed separately in other tariffs.

Digital PBX Trunk Pricing	Non-Recurring	Monthly Recurring
Digital PBX Channel Charge	$240.00	$190.00
Digital PBX Trunk Charge	n/c	$23.00
Voice Activation Channel Charge	$6.50	$6.00
Digital PBX Transport: first ½ mile	$270.00	$76.00
Digital PBX Transport: additional ½ mile	N/c	$50.00

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5. EXCHANGE ACCESS SERVICE (Cont'd)

5.8 DID Trunk Service††

DID service is an optional feature which can be purchased in conjunction with Company-provided Basic 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 Basic Trunks or Digital Trunks in Sections 5.6 and 5.7, respectively.

One DID Additive charge applies for each DID-equipped Basic Trunk or DID - equipped channel on a Digital Trunk. The 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

Non-recurring and monthly recurring rates per DID Trunk, apply as follows:

DID Trunk Service	Non-Recurring	Monthly Recurring
Establish Trunk Group and first block of 20 DID numbers	$750.00	$3.00
Each additional block of 20	n/c	$3.00
DID TrunkTermination	$45.00	$23.00
DTMF pulsing option	n/c	$6.75

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5. EXCHANGE ACCESS SERVICE (Cont'd)

5.9 Calling Features††

Call Selector – provides a distinctive ringing pattern to the subscribing customer for up to six specific telephone numbers.

Preferred Call Forwarding – allows the customer to transfer up to six selected numbers to another telephone number.

Call Block – provides the customer the ability to prevent incoming calls from up to six different telephone numbers.

Call Tracing – enables the customer to initiate an automatic trace of the last call received.

Call Transfer – customer presses the flash hook, receives second dialtone and dials number that the existing call is to be transferred to. Customer may hang-up immediately or introduce call and then hang-up.

Calling Features Pricing	Non-Recurring Charge	Monthly Recurring
Call Selector	$20.00	$3.50 - $6.00
Preferred Call Forwarding	$20.00	$3.50 - $6.00
Call Block	$20.00	$3.50 - $6.00
Call Tracing	$20.00	$3.50 - $6.00
Call Transfer	$20.00	$3.50 - $6.00

5.10 CLASS (Custom Local Area Signaliniz Service) Features

CLASS features are available to subscribers of Basic Business Exchange Line on an '~a la carte " basis, if the customer does not wish to purchase the option packages outlined in 5.3, 5.4, 5.5.

Automatic Callback - allows customer to automatically return the last incoming call (whether the call was answered or missed. If the number being called back is busy Automatic Callback will alert customer with a special ring when the line becomes clear.

Automatic Recall - automatically redials the telephone number of the last outgoing call. If the number being called back is busy Automatic Recall will alert customer with a special ring when the line becomes clear.

Caller ID Name Delivery - displays the name and number of the calling party on a special display telephone or display unit.

Caller ID Number Delivery - displays the number of the calling party on a special display telephone or display unit.

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5. EXCHANGE ACCESS SERVICE (Cont'd)

5.10 CLASS (Custom Local Area Sijimaling Service) Features†† (Cont'd)

Directory Number PriyAcy - allows customer to prevent the their name and number from appearing on the called party's Caller ID telephone or display unit. Privacy feature must be activated by customer on a call by call basis.

Pricing:

Non-Recurring	**ACSI**
Automatic Call Back	$18.00
Automatic Recall	$18.00
Caller ID Name Delivery	$18.00
Caller ID Number Delivery	$18.00
Directory Number Privacy	No Charge
Monthly Recurring	
Automatic Call Back	$3.50
Automatic Recall	$3.50
Caller ID Name Delivery	$7.00
Caller ID Number Delivery	$7.00
Directory Number Privacy	No Charge

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5. EXCHANGE ACCESS SERVICE (Cont'd)

5 11 Business Custom Services (BCS) ††(Cont'd)

Three Wqy Conference Calling - allows customers to have a conference call with two other parties at different numbers. With this service the customer can initiate calls to both parties or add another party to an established call.

Speed Calling 30 - allows the subscriber to assign I or 2 digit dial codes for telephone numbers and/or access codes. Up to 30 codes can be assigned.

Pricing:

Non-Recurring	
All BCS Features	$18.00
Monthly Recurring	
Call Forwarding Variable	$3.00
Call forwarding Busy Line	$3.00
Call Forwarding Don I Answer	$3.00
Remote Activation of CFV	$7.00
Remote Call Forwarding	$18.50
Call Waiting Terminating	$3.00
Three Way Conference Calling	$3.00
Speed Calling 30	$4.00

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5. EXCHANGE ACCESS SERVICE (Cont'd)

5.12 ISDN/PRI (N)

5.12.1 Description of Service

ISDN PRI service provides a method of access to the telephone network called Primary Rate Interface (PRI). Primary Rate Interface is an ISDN based, DS1 access link to the telecommunications network and provides integration of multiple voice and date transmission channels on the same line. The basic channel structure for PRI is twenty three (23) 64 Kbps bearer channels (B channels) and one (1) 64 Kbps data channel (D channel). These B channels may be used to connect the customer's CPE to the Public Circuit Switched Network (e.g. outward, inward and two-way trunks, and WATS/800 Service access lines).

ISDN PRI service is a service for the transmission of digital signals only, Clear Channel Capability and Extended Superframe Format are inherent to the service. Customer Premise Equipment (CPE) that is compatible with the ISDN PRI service interface is the responsibility of the user for provisioning. ACSI shall not be responsible if changes in any of the equipment, operations or procedures of ACSI utilized in the provision of ISDN PRI service render any facilities provided by the customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance. Digital transmission rates at speeds less than those indicated may be accomplished as a function of the particular CPE furnished by the user. Suspension of service is not allowed. Individual Case Basis pricing will be available for on-network customers or for customer agreeing to term plans. Busy line verification and Emergency Interrupt service is not available for ISDN PRI services.

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5. EXCHANGE ACCESS SERVICE (Cont'd)

5.12 ISDN/PRI (Cont'd) (N)

5.12.1 Description of Service (Cont'd)

Telephone numbers transmitted via the Incoming Call Identification feature are intended solely for the use of the ISDN PRI service subscriber. Resale of this information is prohibited by this Tariff except the callers' numbers may be provided to the subscriber's client for those calls sponsored or provided by that client where the client's identity is disclosed to the caller and the client agrees not to distribute such information to others.

Non-facility Associated Signaling (NFAS) provides the capability to serve multiple DS1's over a single D channel (NB+D). This feature can be ordered where switch capabilities exist as stipulated in the vendor technical documentation. When NFAS is selected, the customer will order one ISDN PRI service arrangement with 23 B channels and 1 D channel. Additional ISDN PRI service arrangements are ordered with 24 B channels. The D channel activated on the initial arrangement serves the additional ISDN PRI service arrangements. Up to nineteen ISDN PRI configured at 24B + 0D may be ordered in conjunction with one 23B + D ISDN PRI. If the customer desires, he/she may also request a back-up D channel with the NFAS option. It is recommended that additional D channels be provisioned in separate DS1 arrangements.

5.12.1.1 Application of Rates

ISDN PRI service lines furnished between a Serving Wire Center and the customer's premises will be charged at rates based on the first 2 miles and each additional 2 mile for the airline distance measured between ISDN PRI service lines furnished between a Serving Wire Center and the customer's premises will be charged at rates based on the first 2 miles and each additional 2 mile for the airline distance measured between the customer's premises and the customer's Serving Wire Center. ISDN PRI service rates under any Term Payment Plan are exempt from ACSI initiated changes for the

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5. EXCHANGE ACCESS SERVICE (Cont'd)

5.12 ISDN/PRI (Cont'd)

5.12.1 Description of Service (Cont'd)

5.12.1.1 Application of Rates (Cont'd)

payment period selected. Rates in effect at the time service is installed and/or of the service order application date, will be applicable until the contract expires. At the expiration date of the customer's payment period option, the customer may select a new payment period at current rates or revert to current rates on a month to month basis. ISDN features are priced at a per channel rate unless otherwise specified.

5.11.1.2 Service Components

The customer may choose any number of channels, up to twenty-three per Primary Rate Interface, to be active with a corresponding number of services (eg. inward/outward trunks, WATS Lines, 800 Service) selected. The customer may also choose to have more services selected than channels available for specific applications. The total number of communication paths may not exceed the number of channels subscribed.

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5. EXCHANGE ACCESS SERVICE (Cont'd)

5.12 ISDN/PRI (Cont'd)

5.12.1 Description of Service (Cont'd)

5.12.1.2 Service Components (Cont'd)

The required components of ISDN PRI service will be as follows;

- Digital Loop Channels
- Primary Rate Interface
- Primary Rate B Channels
- Call-by-Call / Integrated Service Access Feature Capability
- Network Access and Usage Charges where applicable

Digital Loop Channels - Provides a four-wire access loop from the customer premises to the serving wire center. The transmission characteristics of this loop support Clear Channel Capability and Extended Superframe Format (ESF).

Interoffice Channels - Provides for the transmission facilities between ACSI servicing wire centers with a LATA.

Primary Rate Interface - Provides multiplexing to support up to twenty-three (23) B channels at 64 Kbps and one D channels also at 64 Kbps. When Non-facility Associated Signaling (NFAS) is ordered, the PRI service can provide up to twenty-four (24) B channels at 64 Kbps.

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

5. EXCHANGE ACCESS SERVICE (Cont'd)

5.12 ISDN/PRI (Cont'd)

5.12.1 Description of Service (Cont'd)

5.12.1.2 Service Components (Cont'd)

Primary Rate B Channels - Provides circuit switched service that will allow either voice or data transmission at up to 64 Kbps. Monthly rates for Primary Rate B Channels will be flat rate billing for all use of local exchange network. Voice calls may be completed to both ISDN and non-ISDN lines. Data transmission on the B channel will be circuit switched at 64 Kbps within the switch and between ISDN compatible central offices. ISDN interconnection to non-ISDN equipped central offices may be potentially subjected to analog transmission or sub-rated at 56 Kbps.

Call-by-Call / Integrated Service Access Feature Capability - Allows the customers to dynamically allocate the channels of the ISDN PRI service. The customer may also choose voice or data transmission on a per call basis. In addition, the customer may choose to subscribe to more services than channels and dynamically change the services in use.

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5. EXCHANGE ACCESS SERVICE (Cont'd)

5.12 ISDN/PRI†† (Cont'd)

5.12.2 Pricing

Element	Install	Monthly
Transport		
Digital Loop Channels (first 2 mile)	$270.00	$72.00
Additional 2 Mile	$0.00	$50.00
Primary Rate Interface		
PRI B Channels (per channel)	$6.00	$6.00
PRI Service (per DS1)	$297.00	$351.00
Call by Call Service (per DS1)	$103.00	$13.00
Optional Features		
Incoming Call Identification		
1-8 services	$0.00	$22.00
9-15 services	$0.00	$18.00
16 or more services	$0.00	$13.00
DID Service		
DID Trunk Termination (inward)	$45.00	$23.00
DID Trunk Termination (combo)	$45.00	$23.00
First Block 20 DID Numbers	$430.00	$3.00
Additional Block 20 DID Numbers	$0.00	$3.00
Pulsing DTMF	$0.00	$6.75
Pulsing MF	$0.00	$6.75
100 Block of DID Number	$0.00	$0.45
Network Access Register		
NAR Charge (per channel)	$0.00	$23.00
Service Establishment Charge	$0.00-$500.00	$0.00

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

5. EXCHANGE ACCESS SERVICE (Cont'd)

5.12 ISDN/PRI (Cont'd)

5.12.3 Termination Liability

A Termination Liability charge is applicable at the date of termination. The applicable charge is dependent on the contract period subscribed to and will be equal to the number months remaining in the contract times the monthly rate provided under the contract. All end user federal, state and local taxes and surcharges will be levied at existing tariff rates.

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

5. EXCHANGE ACCESS SERVICE (cont'd)

5.13 Payphone

5.13.1 Description of Service

A. Product Definition - Access line service for Payphone Service Providers (PSPs) is an exchange line service provided at the request of a subscriber for telecommunications use by the general public.

1. This access line service is provided on a flat rate basis.
2. This access line service is provided for use with customer-provided non-coin-operated public telephones or customer-provided coin-operated public telephones.
3. Completion of local message is provided by the Company.
4. The subscriber shall be responsible for installation, maintenance and operation of customer-provided public telephones used in connection with this service.
5. Customer-provided public telephones must be connected to the Company network in compliance with Part 68 of the FCC Rules and Regulations.
6. The service is furnished pursuant to and on the condition that the PSP will adhere to all applicable regulations.
7. This service is provided for use by the subscriber but may be used by others when so authorized by the subscriber, provided that all such usage is subject to provisions of this tariff.
8. This service is not subject to concessions.
9. This service may not be suspended at a reduced rate.
10. Access line service for customer-provided public telephones can not be included on accounts containing other classes of service. A separate account is required for this offering at each location.
11. The access lines may include an optional screening feature to prevent the operator from allowing toll charges against the subscriber's line. The operator cannot perform coin collecting functions.
12. The Company is not responsible for refunds of coins deposited in customer-provided coin-operated public telephones.
13. Customer-provided public telephones may not be attached to other types of access lines, absent express approval of the Company.
14. The subscriber to this service will be responsible for any and all toll charges billed to the subscriber's account.

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

5. EXCHANGE ACCESS SERVICE (cont'd)

5.13.1 Description of Service (cont'd)

15. The following public service considerations are applicable to Customer-Provided Public Telephones:

a. All customer-owned instruments must be registered under Part 68 of the F.C.C. Regulation Program to be connected to the Exchange Network.
b. The instruments must be able to accommodate the hearing impaired and handicapped persons.
c. The instruments must be installed in compliance with the National Electrical Safety Code.
d. There shall be no charge to the end user for Directory Assistance calls dialed (1+411 and 1+555-1212) from a customer-provided public telephone.
e. Non-chargeable Operator, 911 and 800/888 numbers, must be able to be made without a coin deposit, and with no time limitation.
f. Emergency numbers, (Operator Assistance and 911) must be clearly posted at each instrument location
g. Procedures for obtaining a refund from the owner must be clearly posted at each instrument location.
h. The instrument must have any and all operating instructions posted thereon.
i. Coins must be returned by the instruments for any incomplete calls.
j. All repairs shall be performed on the instruments, with a reasonable amount of time, the responsibility of which is place upon the owner of the telephone.
k. A subscriber must order a separate public access line for each instrument installed and will be billed the tariffed rate for each such access line.
l. In order to protect the public access line user's right to privacy, the customer-provided instrument must be capable of disabling any extension telephone also on the line during the time the public telephone is in use.

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5. EXCHANGE ACCESS SERVICE (cont'd)

5.13.1 Description of Service (cont'd)

16. For customers subscribing to Caller ID, if the incoming call originates from a customer-provided public telephone, the name information transmitted will always be "Pay Phone".
17. The instrument must display information on the name, address and telephone number of the person or entity responsible for the payphone where callers can obtain assistance when problems occur with pay telephone service. PSPs shall provide and post on or near the payphone;
    a. The name and phone number of the owner of the instrument
    b. A cost free method for reporting complaints and obtaining refunds.
18. Access lines to this service must be dedicated with one line for each station and shall not be connected behind a PBX or other line concentration device.
19. PSPs that provide access to long-distance services shall:
    a. Allow access to all certified long-distance carriers through 1-700, 1-800, 1-888, 1-950, 10XXX, or 101XXXX dialing. Access to the services of long distance carriers shall not be blocked or intercepted by PSP or traffic aggregators. Such calls shall be routed to the network as dialed by the end user.
    b. Allow access to Company operators. All "0-" calls and "0+" local calls shall be directed to the incumbent local exchange company.. Such calls shall be routed to the network as dialed by the end user.
    c. Not accept calling cards for billing purposes if they are unable to validate the call.

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5. EXCHANGE ACCESS SERVICE (cont'd)

5.13 Payphone (cont'd)

5.13.1 Description of Service (cont'd)

B. Rates and Charges -
1. The Business Flat Rate service monthly rate for the exchange is applicable to PSP access exchange lines.
2. The subscriber is responsible for Directory Assistance service charges.
3. Directory Listings are not available for public telephone access lines.
4. Non-sent paid local calls will be charged to the end users plus the appropriate operator surcharges.
5. Non-sent paid calls into the Expanded Local Calling area (intraLATA) will be charged to the end user plus the appropriate operator surcharges.

C. Special Arrangements

Special Arrangements are available with the approval of the Company

D. Local Calling Area

The local calling area (LCA) is the area in which an end user can make calls and not pay for intraLATA or interLATA charges.

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5. EXCHANGE ACCESS SERVICE (cont'd)

5.13.1 Description of Service (cont'd)

F. Billing

1. ACSI will invoice the customer for one Basic Line Charge, and any other applicable taxes and surcharges (subject to the Commission's approval) for each Basic PSP line.
2. ACSI will invoice for all optional features and all IntraLATA toll usage, where appropriate.
3. Optional Billing Output (currently in testing phase): ACSI can provide a customer's invoice on CD-ROM. Customer will be charged a onetime setup fee and a monthly recurring charge. Customer may also be charged for any requested development changes to the CD-ROM format.

G. Sales

1. Market Serving Area - The market serving area (MSA) will remain the same for both resale and retail. No sales of payphones which are outside the current MSA will be supported.
2. Dispute Resolution - Account Executives and General Managers will perform account management function and acts as direct interface with the PSP. ACSI Customer Care will not provide specialized support of PSPs.

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

5. EXCHANGE ACCESS SERVICE (cont'd)

5.13.2 Pay Phone†† Pricing

	Non Recurring	Monthly Recurring
Pay Phone Flat Rate		
• Two-way Service with Touch Tone	$66.00	$38.50
Pay Phone Access Line Feature Charge		
• **Unrestricted Outward**		
Provides operator screening and provides central office blocking of 011+calls direct distance dialed to numbers outside the North American Numbering Plan.	$0.00	$1.80
• **Unrestricted Two-Way**		
Provides operator screening and provides central office blocking of 011+calls direct distance dialed to numbers outside the North American Numbering Plan.	$0.00	$1.80
• **Restricted Outward**		
Provides operator screening and provides central office blocking of 011+calls direct distance dialed to numbers outside the North American Numbering Plan, 1+900, 7 digit local, 1+DDD and 976 are blocked from completion.	$0.00	$3.60

†† - Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e·spire's LOCAL SERVICE, LOCAL SERVICE PLUS and LOCAL ISDN services at the rate levels outlined (T)
under e·spire's Local Service, LOCAL SERVICE PLUS and LOCAL ISDN or other applicable services. (T)

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

5. EXCHANGE ACCESS SERVICE (cont'd)

5.13.2 Pay Phone††Pricing (cont'd)

	Non Recurring	Monthly Recurring
• **Restricted Two-way**		
Provides operator screening and provides central office blocking of 011+calls direct distance dialed to numbers outside the North American Numbering Plan, 1+900, 7 digit local, 1+DDD and 976 are blocked from completion.	$0.00	$3.60
• **Restricted Outward**		
Provides operator screening and provides central office blocking of 011+calls direct distance dialed to numbers outside the North American Numbering Plan, 1+900, 1+DDD, and 976 are blocked from completion.	$0.00	$2.70
• **Restricted Two-way**		
Provides operator screening and provides central office blocking of 011+calls direct distance dialed to numbers outside the North American Numbering Plan, 1+900, 1+DDD, and 976 are blocked from completion.	$0.00	$2.70
• **Restricted Two-way**		
Each provides operator screening	$0.00	$1.80

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5. EXCHANGE ACCESS SERVICE (cont'd)

5.14 e·spire™ ISDN

5.14.1 Description of Service

e·spire™ ISDN service provides a method of access to the telephone network using ISDN Primary Rate Interface (PRI). Primary Rate Interface is an ISDN based, DS1 access link to the telecommunications network and provides integration of multiple voice and data transmission channels on the same line. The basic channel structure for PRI is twenty three (23) 64 Kbps bearer channels (B channels) and one (1) 64 Kbps data channel (D channel). These B channels may be used to connect the customer's Customer Premise Equipment (CPE) to the Public Circuit Switched Network (e.g. outward, inward and two-way trunks, and WATS/800 Service access lines).

e·spire™ ISDN is a service for the transmission of digital signals only. Clear Channel Capability and Extended Superframe Format are inherent to the service. Customer Premise Equipment (CPE) that is compatible with the ISDN PRI service interface is the responsibility of the user for provisioning. The Company shall not be responsible if changes, in any of the equipment operations or procedures of The Company utilized in the provision of ISDN PRI service, render any facilities provided by the customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance. Digital transmission rates at speeds less than those indicated may be accomplished as a function of the particular CPE furnished by the user. Suspension of service is not allowed. Individual Case Basis pricing will be available for on-network customers or for customers agreeing to term plans. Busy line verification and Emergency Interrupt service is not available for ISDN PRI-based services.

Telephone numbers transmitted via the Incoming Call Identification feature are intended solely for the use of the e·spire™ ISDN PRI service subscriber. Resale of this information is prohibited by this Tariff except the callers' numbers may be provided to the subscriber's client for those calls sponsored or provided by that client where the client's identity is disclosed to the caller and the client agrees not to distribute such information to others.

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5. EXCHANGE ACCESS SERVICE (cont'd)

5.14 e·spire™ ISDN (cont'd)

5.14.1 Description of Service (cont'd)

Non-facility Associated Signaling (NFAS) provides the capability to serve multiple DS1's over a single D channel (NB+D). This feature can be ordered where switch capabilities exist as stipulated in the vendor technical documentation. When NFAS is selected, the customer will order one ISDN PRI service arrangement with 23 B channels and 1 D channel. Additional ISDN PRI service arrangements are ordered with 24 B channels. The D channel activated on the initial arrangement serves the additional ISDN PRI service arrangements. Up to nineteen ISDN PRI configured at 24B + 0D may be ordered in conjunction with one 23B + D ISDN PRI. If the customer desires, he/she may also request a back-up D channel with the NFAS option. It is recommended that additional D channels be provisioned in separate DS1 arrangements.

5.14.1.1 Application of Rates

e·spire™ ISDN PRI service lines furnished between a Serving Wire Center and the customer's premises will be charged at rates based on the first miles and each additional mile for the airline distance measured between the customer's premises and the customer's Serving Wire Center. e·spire™ ISDN PRI service rates under any Term Payment Plan are exempt from The Company initiated charges for the payment period selected. Rates in effect at the time service is installed and/or of the service order application date, will be applicable until the contract expires. At the expiration date of the customer's payment period option, the customer may select a new payment period at current rates or revert to current rates on a month-to-month basis. ISDN features are priced at a per channel rate unless otherwise specified.

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5. EXCHANGE ACCESS SERVICE (cont'd)

5.14 e·spire™ ISDN (cont'd)

5.14.1 Description of Service (cont'd)

5.14.1.2 Service Components

The customer may choose any number of channels, up to twenty-three per Primary Rate Interface, to be active with a corresponding number of services (e.g. inward/outward trunks, WATS Lines, 800 Service) selected. The customer may also choose to have more services selected than channels available for specific applications. The total number of communication paths may not exceed the number of channels subscribed.

The required components of e·spire™ ISDN PRI service will be as follows:

Digital Loop Channels
Primary Rate Interface/Access Facility
Primary Rate B Channels
Network Access and Usage Charges where applicable

Digital Loop Channels - Provides a four-wire access loop from the customer premises to the serving wire center. The transmission characteristics of this loop support Clear Channel Capability and Extended Superframe Format (ESF).

Interoffice Channels - Provides for the transmission facilities between The Company servicing wire centers within a LATA.

Primary Rate Interface - Provides multiplexing to support up to twenty-three (23) B channels at 64 Kbps and one D channel also at 64 Kbps. When Non-facility Associated Signaling (NFAS) is ordered, the PRI service can provide up to twenty-four (24) B channels at 64 Kbps.

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5. EXCHANGE ACCESS SERVICE (cont'd)

5.14 e·spire™ ISDN (cont'd)

5.14.1 Description of Service (cont'd)

5.14.1.2 Service Components (cont'd)

Primary Rate B Channels - Provides circuit switched service that will allow either voice or data transmission at up to 64 Kbps. Monthly rates for Primary Rate B Channels will be flat rate billing for all use of local exchange network. Voice calls may be completed to both ISDN and non-ISDN lines. Data transmission on the B channel will be circuit switched at 64 Kbps within the switch and between ISDN compatible central offices. ISDN interconnection to non-ISDN equipped central offices may be potentially subjected to analog transmission or sub-rated at 56 Kbps.

Call-by-Call / Integrated Service Access Feature Capability - Allows the customers to dynamically allocate the channels of the ISDN PRI service. The customer may also choose voice or data transmission on a per call basis. In addition, the customer may choose to subscribe to more services than channels and dynamically change the services in use.

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

5. EXCHANGE ACCESS SERVICE (cont'd)

5.14 e·spire™ ISDN(cont'd)

5.14.1.3 Termination Liability

A Termination Liability charge is applicable at the date of termination. The applicable charge is dependent on the contract period subscribed to and will be equal to the number of months remaining in the contract times the monthly rate provided under the contract. All end-user federal, state and local taxes and surcharges (subject to Commission's approval) will be levied at existing tariff rates.

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

5. EXCHANGE ACCESS SERVICE (cont'd)

5.14 e·spire™ ISDN (cont'd)

5.14.2 Pricing:

e·spire™ ISDN/PRI†† (Integrated Services Digital Network - Primary Rate Interface)

Element	Install	Monthly
e·spire™ ISDN PRI Access Facility (per DS1)	$ 700.00	$ 500.00
e·spire™ B Channel (per channel)	$ 0.00	$ 20.00
DID Numbers		
1st Block of 20 (per block)	$ 0.00	$ 5.00
each add'l block of 20 up to 500 (per block)	$ 0.00	$ 2.50
more than 500 - each add'l block of 100 (per block)	$ 0.00	$ 50.00
e·spire™ ISDN PRI (Inbound Only per DS1)		
e·spire™ ISDN PRI B Channels 23B+D	$ 0.00	$230.00
e·spire™ ISDN PRI B Channels 24B	$ 0.00	$240.00
12 months Term Plan	$ 750.00	$650.00
24 months Term Plan	$ 700.00	$600.00
36 months Term Plan	$ 600.00	$500.00

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6. EXCHANGE ACCESS OPTIONAL FEATURES

6.1 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 the following rates:

	Non-Recurring	Monthly Recurring
Each Additional Listing:	N/A	$1.75
Non List Non Publish	N/A	$1.75

6.1.1 Directory Errors or Omissions

Consistent with Section 2.1.4.10, the Company's liability arising from any and all errors in, omissions or erroneous inclusions of directory listings shall be limited to and satisfied by a refund not exceeding the amount of the directory listing charges for such of the Customer's service as is affected during the period covered by the directory in which the error or omission occurs.

In the event of an error in or omission of a Customer directory listing from the Yellow Pages or White Pages, the Company shall, in addition to the refund, if any, and subject to the limitations provided herein, credit the Customer's basic business telephone charges, with the following credit during the service life of the directory in which the omission occurred:

Credit to Customer: $1.00 per month

The Company shall not be liable for any act or omission of the Customer or any other company or companies with respect to errors in, omissions or erroneous inclusions of directory listings.

6.2 Main Number Retention

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.

I 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.

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6. EXCHANGE ACCESS OPTIONAL FEATURES (Cont'd)

6.2 Main Number Retention†† (Cont'd)
Monthly recurring and non-recurring charges apply per retained number. Rates for retained numbers may vary from area to area.

	Rates	
	Non-Recurring	Monthly Recurring
per retained number	No Charge	No Charge
per retained vanity number	$18.00	No Charge

6.3 Authorization Codes

This option restricts calls from being made unless the correct authorization 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. Two options are available

Provisioning Considerations:

Option A: Local calling only/ no operated assisted calls/ No information services, restricts the following:

Operator 0 +
Operator 0 -
DDD I +
1+900
1+976
976
IDDD 011+
1+555-1212
1 +NPA-555-1212

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6. EXCHANGE ACCESS OPTIONAL FEATURES (Cont'd)

6.3 Authorization Codes (Cont'd)

Option B: No operated assisted calls and information services, restricts the following:

Operator 0 +
Operator 0 -
1+900
1+976
976
1+555-1212
1 +NPA-555-1212

Pricing:

Non-Recurring

Authorization Codes††		
Option A	Business Line, ea.	$18.00
Option A	PBX Trunk, ea.	$18.00
Option B	Business Line, ea.	$18.00
Option B	PBX Trunk, ea.	$18.00

Monthly Recurring

Authorization Codes		
Option A	Business Line, ea.	$3.75
Option A	PBX Trunk, ea.	$3.75
Option B	Business Line, ea.	$3.75
Option B	PBX Trunk, ea.	$3.75

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6. EXCHANGE ACCESS OPTIONAL FEATURES (Cont'd)

6.4 Vanity Number Service††

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 customers and may, therefore, change them if required.

Monthly recurring charges apply per Vanity number.

	Rates	
	Non-Recurring	Monthly Recurring
Per Vanity Number	$18.00	No Charge

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7. RESOLD LOCAL EXCHANGE SERVICE

7.1 Description

Resold Local Exchange Service is composed of the resale of services provided by other certified Local Exchange Carriers. The Services described in this tariff will be provided on a resold basis where ACSI facilitates-based service is not available.

Pricing for ACSI services will be identical whether provided on a resold or facilities-based basis, and is contained herein.

ACSI reserves the right to determine whether service will be provided on a resold or facilities-based basis.

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8. LOCAL CALLING SERVICE

8.1 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 2 bearing the designation of any central office exchanges, areas, and zones included in the Customer's local calling area.

8.1.1 Basic Local Exchange Service - This calling service allows the Customer unlimited access to all other stations on the public switched telephone 3 network within the customer's Basic Local Calling Area. All calls to destinations outside the Basic Local Calling Area but within the same state and LATA will be charged the IntraLATA rates as specified in Section 9.3 following.

[Table appears on next page]

2 Except calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility.

3 As specified in BellSouth's General Subscriber Service Tariff, Section A3.6. 1 --Local Calling Area Exchanges, in effect and as amended from time-to-time.

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FEB 15 1999
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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

8. LOCAL CALL SERVICE (Cont'd)

Market Service Area	Calling Area
Louisville, KY Includes: 231, 239, 241, 243, 244, 245, 253, 254, 261, 263, 266,267,326,327,329,332,336,339,346,394, 359,361,363,364,366,367,368,374,375,392, 421,423,425,426,429,447,448,449,438,491, 493,495,499,451,452,454,455,456,458,459, 473,478,479,485,540,560,561,562,566,568, 569,571,572,574,580,581,582,583,584,585, 587,588,589,595,596,625,627,629,632,634, 635,636,637,638,672,681,752,772,774,775, 776,778,779,852,873,891,893,894,895,896, 897,899,933,935,937,961,962,963,964,966, 968,969,976,995	Local calling area includes: 222, 225, 228, 246, 256, 262, 280, 282, 283,284,285,288,340,341,342,344, 396,397,419,464,523,541,544,550, 551,552,553,558,592,593,594,599, 645,648,649,675,679,682,693,872, 939,955,957,922,923,941,944,945, 946,948,949
Non Optional Flat Rate Service(A3.6. 1)	Non Optional Flat Rate Service(A3.6. 1)
ACSI Flat Rate Exchange Calling Area from LLn~ Exchange	ACS1 Flat Rate Exchange Calling Area from Louisville Exchange

Issued: January 14, 1999

Effective Date: February 15, 1999

Issued By:

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PUBLIC SERVICE COMMISSION
EFFECTIVE
FEB 15 1999
PURSUANT TO 807 KAR 5:011
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9. INTRALATA CALLING SERVICE

9.1 Description

IntraLATA 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 4 bearing the designation of any central office exchanges, areas, and zones outside of the Customer's Basic Calling Area but within the same state and LATA.

9.2 Time Periods

Day, Evening and Night/Weekend rate periods are shown below. On holidays, Evening rates will apply unless a lower rate will normally apply.

When available, discounts apply equally and automatically to total charges for all messages with fractional amounts rounded to the nearest hi her cent. Discounts do not apply to Customer dialed calling card, other station or person charges. Additionally, time of day discount apply in the following manner: (T)

- Full Rate: Monday through Friday, 7: 00 a. m. - 6 p. m.
- (D)
- Full Rate: Weekends and Holidays

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

4 Except calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 976, etc.) . Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility

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PUBLIC SERVICE COMMISSION
OCT 03 1999
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SECTION 9 (1)
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9. INTRALATA CALLING SERVICE†† (Cont'd)

9.3 Rates

Rate Mileage	Initial 6 Seconds	Per each additional 6 seconds chargeable to the nearest 1/10 fractional minute
Over 16	$0.01	$0.0099

9.4 Special Business Calling Packages

In addition to the basic rates offered above, ACSI will offer optional minimum volume pricing discounts to its business customers.

The settlement account recurring charge is determined by multiplying the minutes included in the plan by the peak rate per minute charge in effect. As minutes accumulate, whether they are peak minutes or non-peak minutes, they will accumulate against the settlement account. Once the total of the settlement account for the chosen plan is exceeded, the additional per minute charge will apply.

When available, discounts apply equally and automatically to total charges for all messages with fractional amounts rounded to the nearest higher cent. Discounts do not apply to Customer dialed calling card, other station or person charges. Additionally, time of day discount apply in the following manner:

- Full Rate: Monday through Friday, 7: 00 a. m. - 6: 00 p. m.

†† - Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e·spire's LOCAL SERVICE, LOCAL SERVICE PLUS and LOCAL ISDN services at the rate levels outlined under e·spire's Local Service, LOCAL SERVICE PLUS and LOCAL ISDN or other applicable services. (T) (T)

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9. INTRALATA CALLING SERVICE (Cont'd)

9.4 Special Business Callinjg Packages- (Cont'd) (D)

[RESERVED FOR FUTURE USE]

(D)

9.5 Toll Dialing Parity

Toll dialing parity provides 2-Primary Interexchange Carrier ("2-PIC") capability for interLATA and intraLATA presubscription available in all LATAs within the State of Kentucky in which e·spire provides local exchange service using its own facilities. Any carrier authorized by the Commission to carry intraLATA toll calls may request that e·spire implement 2-PIC capability provided that the carrier:

a) has established, or has submitted firm non-cancelable orders to establish, direct interconnection of its network with e·spire's network,
b) has ordered access services from e·spire that will permit the carrier to receive 2-PIC calls from e·spire, and
c) has identified the LATA(s) in which it desires to receive intraLATA toll calls.

e·spire provides 2-PIC capability after receipt of a bona fide request from any eligible carrier. Before implementing intraLATA presubscription, e·spire will notify its existing switched customers of the option to presubscribe to an alternative carrier for their intraLATA toll service in addition to their presubscribed interLATA service. Existing customers have 90 days to select an intraLATA carrier at no charge.

e·spire will inform new customers of the option to select a carrier for both intraLATA and interLATA toll services. e·spire does not automatically assign itself, an affiliate, or the customer's presubscribed interLATA toll carrier as the intraLATA toll carrier for new customers that fail to exercise a choice of carrier, except as permitted pursuant to 47 C.F.R. § 51.209(c) or other applicable law. New customers of e·spire, or existing customers of e·spire who are adding a line, will have 30 days to select an intraLATA carrier at no charge.

New customers of e·spire who do not make a carrier selection will be assigned a NO-PIC status (such that they will be required to dial 10XXX to place intraLATA toll calls) until they make an affirmative choice for an intraLATA toll carrier. Applicable rates for Toll Dialing Parity are outlined in Section 13.

OCT 03 1999

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

10. MISCELLANEOUS SERVICES

10.1.1 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.

10. PRODUCT AND PRICING

10.1 Inbound Direct Local Exchange Service

Inbound Direct Local Exchange Service ("Inbound Direct 11) provides basic local exchange customers with a single, voice grade analog channel which can be used to receive one cal. at a time only. All outbound calls will be blocked at the switch level. Inbound Direct may not be used for outbound services or to serve as a customer 's primary service line. A minimum order of 10 lines must be purchased.

The Inbound Direct product will be configured provisioned and priced with the hunting feature included. The hunt feature automatically forwards incoming calls to available lines according to a preprogrammed sequence. With the Inbound Direct line, the lines will be placed in a circular hunt group so all lines will be hunted. Each line, including the last line, will include hunting.

Inbound Direct service applications may include remote database access, data transmission/reception, and inbound customer service. Basic exchange lines are provided with Inbound Direct to connect to customer provided modem or other data communication device for connection to the public switched telephone network.

10.2 Pricing

	ACSI	
Inbound Direct†† (inbound only line + hunting)	Recurring	Non-recurring
Louisville, KY	$46.00	$37.00

†† - Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e·spire's LOCAL SERVICE, LOCAL SERVICE PLUS and LOCAL ISDN services at the rate levels outlined under e·spire's Local Service, LOCAL SERVICE PLUS and LOCAL ISDN or other applicable services. (T) (T)

Issued: April 2, 2001

Effective: Date: May 2, 2001

Issued By:

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PUBLIC SERVICE COMMISSION
OF KENTUCKY
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MAY 02 2001

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

10. PRODUCT AND PRICING (Cont'd)

10.2 Pricing

10.2.1 On-Network Pricing Discount
For customer with facilities residing on the ACSI network, discounts of 5% to 25% may be available on an individual case basis.

10.2.2 Volume and Term Pricing††
Separate volume and term discounts are available on an individual case basis for customers who purchase large numbers of Inbound Direct line and/or who agree to year or multi-year contracts. The following schedule outlines the pricing.

KENTUCKY						
# of lines	**10-50**		**51-100**		**101-200**	
Term	**Recurring**	**Non-recurring**	**Recurring**	**Non-recurring**	**Recurring**	**Non--recurring**
0 Years	$46.00	$37.00	$43.70	$35.15		
1 Year	$43.70	$35.15	$42.32	$34.04	$42.32	$34.04
2 Years	$42.32	$34.04	$40.48	$32.56	$40.48	$32.56
3 Years	$40.48	$32.56	$39.10	$31.45	$39.10	$31.45
4 Years	$39.10	$31.45	$37.72	$30.34	$37.72	$30.34
					$36.80	$29.60

KENTUCKY				
# of lines	**201-300**		**300+**	
Term	**Recurring**	**Non-recurring**	**Recurring**	**Non-recurring**
0 Years	$40.48	$32.56	$39.10	$31.45
1 Year	$39.10	$31.45	$37.72	$30.34
2 Years	$37.72	$30.34	$36.80	$29.60
3 Years	$36.80	$29.60	$35.88	$28.86
4 Years	$35.88	$28.86	$34.50	$27.75

†† - Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e·spire's LOCAL SERVICE, LOCAL SERVICE PLUS and LOCAL ISDN services at the rate levels outlined under e·spire's Local Service, LOCAL SERVICE PLUS and LOCAL ISDN or other applicable services. (T) (T)

Issued: April 2, 2001

Effective: Date: May 2, 2001

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10. **PRODUCT AND PRICING** (Cont'd)

10.2 Pricing (Cont'd)

10.2.3 Term Contract and Penalty

If the customer and ACSI agree to a term (multi-month) contract, the customer is bound to fulfill all terms and conditions of the contract. If the customer wishes to cancel service with ACSI prior to the expiration of the contract, the customer will be billed and obligated to pay the full value of the remainder of the contract the value of which will be based on remaining months multiplied by the average of all prior monthly bills. For example, if a customer signed a thirty six month contract and cancels after twenty four months, customer will be billed for the remaining twelve months of service multiplied by the monthly amount.

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FEB 15 1999
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11. MICELLANEOUS SERVICES

11.1 Operator Services

11.1.1 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.

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FEB 15 1999

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

11. MISCELLANEOUS SERVICES (Cont'd)

11.1 Operator Services (Cont'd)

11.1.2 Definitions

Person--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. Calls may be dialed with or without the assistance of a Company operator.

Station-to-Station — Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or nonproprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

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 request the operator to dial the called station.

Billed to Non-Proprietary Calling 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.

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FEB 15 1999
PURSUANT TO 807 KAR 5:011,

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

11. MISCELLANEOUS SERVICES

11.1 Operator Services††

11.1.3 Rates

Local exchange and IntraLATA calls may be placed on an Operator Assisted basis. Usage charges for Operator Assisted calls are the same as those set forth in Sections 8 and 9, preceding. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, the surcharges specified in Section 11. 2.3 and Section 11. 1. 3 will apply in addition to any applicable Operator charges.

In addition to the usage charges identified above, the following operator-assisted charges will apply:

Rates	**ACSI**
Station to Station	$1.50/call
Calling Card	$1.50/call
3rd Number Billing	$1.50/call
Collect Calls	$1.50/call
Person to Person	$3.50/call

†† - Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e·spire's LOCAL SERVICE, LOCAL SERVICE PLUS and LOCAL ISDN services at the rate levels outlined under e·spire's (T)
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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

11. MISCELLANEOUS SERVICES (Cont'd)

11.2 Busy Line Verify and Line Interrupt Service

11.2.1 Description

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

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

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

11.2.2 Regulations

(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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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

11. MISCELLANEOUS SERVICES (Cont'd)

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

11.2.2 Regulations

(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 11.2.2(A) preceding.

(3) Business Verification and Interrupt Service is furnished where and to the extent that facilities permit.

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

11.2.3 Rates

Busy Line Verify Service†† (each request)	$ 1.75
Busy Line Verify and Busy Line †† Interrupt Service (each request)	$ 1.50

11.3 Service Implementation††

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

Non-Recurring	per service order	$22.00

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11. MISCELLANEOUS SERVICES (Cont'd)

11.4 Restoration of Service††

A restoration 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 restoration charge does not apply when, after disconnection of service, service is later re-established.

Non-Recurring per occasion	
-First Line	$43.20
-Each Additional Line	$12.60

†† - Effective with this tariff filing, the above products have been grandfathered. Only customers currently receiving these products will continue to receive them. All new customers will receive the applicable products under e·spire's LOCAL SERVICE, LOCAL SERVICE PLUS and LOCAL ISDN services at the rate levels outlined under e·spire's Local Service, LOCAL SERVICE PLUS and LOCAL ISDN or other applicable services. (T) (T)

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12. SPECIAL ARRANGEMENTS

12.1 Special Construction

12.1.1 Basis for Chnizes

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

1. non-recurring type charges;
2. recurring type charges;
3. termination liabilities;
4. or combinations thereof.

12. 1. 2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

1. The termination liability period is the estimated service life of the facilities provided.

2. The amount of the maximum termination liability is equal to the estimated amounts for cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of, (a) equipment and materials provided or used, (b) engineering, labor and supervision, (c) transportation, and (d) rights-of-way.

3. license preparation, processing, and related fees;

4. tariff preparation, processing, and related fees;

PUBLIC SERVICE COMMISSION
FEB 15 1999
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Issued By:

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12. SPECIAL ARRANGEMENTS (Cont'd)

12.1 Special Construction (Cont'd)

12. 1. 2 Termination Liabilily (Cont'd)

5. cost of removal and restoration, where appropriate; and

6. any other identifiable costs related to the specially constructed or rearranged facilities.

12.1.3 Calculation of Termination Liabilitv

The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 11. 1. 2 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 11.1.2preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

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12. SPECIAL ARRANGEMENTS (Cont'd)

12.2 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 offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

12.3 Teinporary 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.

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FEB 15 1999

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

OPTIONAL LOCAL EXCHANGE SERVICES

13.1 Customer Term Agreement

13.2 Description

ACSI Customer Term Agreement (CTA) allows Customer to receive discounts on ACSI products and services for local exchange or local toll (Local Services). These discounts will be applied to the following products and services:

- **Business Exchange Service**
- **Analog PBX Trunk**
  DID
  DOD
  Combination
- **Digital PBX Trunk**
  Digital Access Facility
  DID
  DOD
  Combination
- **ISDN**
  PRI Access Facility
  ISDN B Channel

The published monthly recurring rates are set forth in Section 5 of this Tariff. Customers that sign up for service for a one (1) year term will receive a three percent (3%) discount from the published monthly recurring rates. Customers that sign up for service for a two (2) year term will receive a seven percent (7%) discount from the published monthly recurring rates. Customers that sign up for service for a three year term will receive a eleven percent (11%) discount from the published monthly recurring rates. The three preceding term options are subject to the termination liability charges set forth in Section 13.3.

13.3 Termination Fees

A termination liability charge will be applicable for service rate elements provided under a term payment plan, as described in Section 13.2 of this Tariff, that are disconnected prior to the end of the chosen service period. The termination liability charge is equal to the difference between ACSI tariffed rates and the Term Plan rates. If at least six months remain under the Initial Term of the Term Plan, an additional cancellation fee of $500.00 will be added to the early termination charges. The Customer shall be obligated to pay such fees within thirty (30) days of early termination of this Term Plan.

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FEB 15 1999
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13.0 OPTIONAL LOCAL EXCHANGE SERVICES

13.4 e.spire LOCAL SERVICE PLUS

e.spire LOCAL SERVICE PLUS is a total package product offering consisting of Local, Long Distance and Toll Free services with optional custom calling features. This product is only available to local end user service customers originating on e.spire facilities off its Louisville, Kentucky switch. e·spire Local Service Plus is available under One, Two or Three Year Term Agreements. Each commitment level will be charged monthly recurring and non-recurring rates as specified below.

LOCAL SERVICE PLUS Pricing

Length of Contract	Monthly	Non-recurring
One Year	$775.00 (R)	$1,250.00
Two Year	$750.00 (R)	$1,000.00
Three Year	$700.00 (R)	$ 750.00

13.4.1 Line Component:

e·spire Local Service Plus service monthly fee includes Business Exchange Lines, Analog PBX Trunks and Digital PBX Trunks. The customer may select a combination of the line components of up to 24 potential lines per T-1. Additionally, the following Standard Custom Calling Features are included in the monthly fee:

Hunting	Call Forwarding
Call Waiting	Call Forwarding Busy
3 Way Calling	Call Forwarding Busy No Answer
Speed Dial 8	Call Forwarding Variable

Additional charges will apply for the following components:

DID Termination Charges:	Monthly
DID Trunk Termination	$10.00

DID Number:	Monthly
1st Block of 20 DID numbers	$ 5.00
DID each additional block of 20 up to 500 numbers	$ 2.50
DID 500 + each additional block of 100 numbers	$50.00

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PUBLIC SERVICE COMMISSION
OF KENTUCKY
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AUG 25 2001

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephanie Bell
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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

13.0 OPTIONAL LOCAL EXCHANGE SERVICES

13.4 e.spire LOCAL SERVICE PLUS (Cont'd) (T)

13.4.1 Product Components (Cont'd):

Optional Custom Calling Features:	**Monthly**	**Non-Recurring***
Custom Calling Features		$10.00
Anonymous Call Rejection	$ 2.50	
Automatic Call Back	$ 2.50	
Automatic Recall	$ 2.50	
Automatic Call Back (per Occurrence)	$ 0.75	
Automatic Recall (per Occurrence)	$ 0.75	
Call Block	$ 2.50	
Call Hold	$ 2.50	
Call Pick Up	$ 2.50	
Call Transfer	$ 2.50	
Caller ID w/Name & Number	$ 7.50	
Caller ID w/Number	$ 5.00	
Code Restriction	$ 2.50	
Distinctive Ringing	$ 2.50	
Remote Activation of Call forward	$ 2.50	
Remote Call Forwarding	$15.00	
Remote Call Forwarding Additional path	$15.00	
Speed Dialing 30	$ 2.50	
ACSI Auto Attendant (per mailbox)	$ 7.95	
(9 or fewer mailboxes)		$50.00
(10 or more mailboxes)		$95.00
ACSI Fax Overflow	$14.95	
ACSI Voice Mail (per mailbox)	$ 6.95	
ACSI Voice Mail Pager Plus	$ 9.95	

*Non-recurring charges waived if features ordered upon initial installation of e.spire LOCAL SERVICE PLUS. Subsequent changes to add Custom Calling Features will be billed at the Non-recurring rates set forth in Section 5. (T)

** Per occurrence rate applies when customer opts not to purchase the monthly rate.

13.4.2 Long Distance Service

e·spire Local Service Plus customers will receive the following Fixed Term Discounts for all ACSI Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the ACSI Kentucky Regulations and Schedule of Intrastate Charges Tariff, the ACSI Local Switched Services Interexchange Services Tariff and the ACSI FCC No. 1 Interstate Services Tariff. (T)

One Year	19.29%
Two Year	24.24%
Three Year	29.39%

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

13.0 OPTIONAL LOCAL EXCHANGE SERVICES

13.4 e.spire LOCAL SERVICE PLUS (Cont'd) (T)

13.4.3 Toll Free Service

The following Fixed Term Discounts apply to all ACSI Tariff Dial One rates as noted in the ACSI Local Switched Services Interexchange Tariff and the ACSI FCC No. 1 Interstate Services Tariff.

One Year	12%
Two Year	15%
Three Year	20%

13.4.4 Ancillary Services

Directory Listings, per listing	**Monthly**
Single List - White page only	$ 0.00
Non-listed	$ 1.50
Non-published	$ 3.00
Additional listing	$ 2.00
Toll Free Directory Assistance listing	$15.00

Vanity Number	**Monthly**
Vanity number, per number	$10.00

Operator Assisted Calling, per occurrence	**Monthly**
Station to Station	$1.35
Calling Card	$1.35
3rd Number	$1.35
Collect Call	$1.35
Person to Person	$2.70

Directory Assistance	**Per Call**
Call Allowance	3 calls
Each additional Directory Assistance call	$0.30
Call Completion	$0.30
Long Distance Directory Assistance	$0.85
Long Distance Directory Assistance with call completion	$0.50

Busy Line Verification	**Per Request**
Verification Request	$0.95
Emergency Interrupt Request (in addition to Verification Request)	$0.45

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

13.0 OPTIONAL LOCAL EXCHANGE SERVICES

13.4 e.spire LOCAL SERVICE PLUS (Cont'd) (T)

13.4.4 Ancillary Services (cont'd)

Moves/Adds/Changes (MACS)	One Time Non-recurring
Add Additional Lines or Trunks, per order	$ 50.00
Add DID Trunk Termination, per order	$ 50.00
Change to CSR , record purpose, per order	$ 20.00
Add Additional Custom Calling Features, per order	$ 10.00
Add ACSI Auto Attendant	
(9 or fewer mailboxes)	$50.00
(10 or more mailboxes)	$95.00
Move Service Location, per order	Installation Charges in Section 11.3 apply
PIC Change, per line	$ 5.00
Reconfiguration Charge, per order without customer premise visit.	$ 50.00
Reconfiguration Charge, per order with customer premise visit.	$250.00

13.4.5 Expiration of Term Agreement

The customer must notify ACSI, in writing, at least 30 days prior to the expiration of services to express their desired services beyond the selected term agreement. In lieu of written notification, the customer services will renew under the existing term agreement, i.e. a two year agreement will renew to an additional two year agreement.

13.4.6 Termination Fees

A termination liability charge will be applicable for service rate elements provided under the e·spire Local Service Plus term payment Plan when service is cancelled prior to the end of the chosen Term Plan. The termination fee is equal to the number of months remaining under the term agreement multiplied by the monthly rate for the Services multiplied by twenty percent. The customer is obligated to pay such charges within thirty (30) days of termination. In the event service is provided via a third party, the customer is responsible for all cost incurred for such early termination with our service provider. (T)

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13.0 OPTIONAL LOCAL EXCHANGE SERVICES

13.5 e.spire LOCAL SERVICE (T)

e.spire LOCAL SERVICE is a total package product offering consisting of Local, Long Distance and Toll Free services with optional custom calling features. This product is only available to local end users service customers originating on ACSI facilities off its Louisville, Kentucky switch. e·spire Local Service is available under Month to Month, One Year, Two Year or Three Year Term Agreements. Each commitment level will be charged Monthly Recurring and Non-recurring rates as specified below. (T) (T)

13.5.1 Product Components:

Customers receiving e·spire Local Service may select Exchange lines and/or Trunks in a combination of their choice. e·spire Local Service offers two discount plans off e·spire Local Service tariffed monthly recurring line/trunk fees. Additional discounts are available when the Customer subscribes to ACSI's Long Distance services for all lines, as noted below. (T) (T) (T)

LOCAL SERVICE Rates – Flat Rate Service (T)

Month to Month		Monthly	Non-recurring
Business Exchange Lines	1st line	$31.25	$50.00
Each additional line		$31.25	$15.00
PBX DOD Trunk		$31.25	$50.00
Each additional line		$31.25	$15.00
PBX DID Trunk		$31.25	$50.00
Each additional line		$31.25	$15.00
PBX Combination Trunk		$31.25	$50.00
Each additional line		$31.25	$15.00

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13.0 OPTIONAL LOCAL EXCHANGE SERVICES

13.5 e.spire LOCAL SERVICE (Cont'd) (T)

13.5.2 Product Components (cont'd):

Fixed Term Line/Trunk Discount

Plan A Discounts: Local switch service customers with out e.spire Long Distance service.

Term Length	Percentage
One Year	4 %
Two Year	5 %
Three Year	7 %

Plan B Discounts: Local switch service customers with e.spire Long Distance service on all line/trunks.

Term Length	Percentage
One Year	8 %
Two Year	10 %
Three Year	12 %

DID Termination Charges:	Monthly
DID Trunk Termination	$15.00

DID Number:	Monthly
1st Block of 20 DID numbers	$ 5.00
DID each additional block of 20 up to 500 numbers	$ 2.50
DID 500 + each additional block of 100 numbers	$50.00

Hunting Service:	Monthly	Non-Recurring*
Hunting	$ 4.00	$ 0.00

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13.0 OPTIONAL LOCAL EXCHANGE SERVICES

13.5 **e.spire LOCAL SERVICE (Cont'd)** (T)

13.5.2 Product Components (cont'd):

Optional Custom Calling Features:	**Monthly**	**Non-Recurring***
Custom Calling Features		$10.00
Anonymous Call Rejection	$ 3.00	
Automatic Call Back	$ 3.00	
Automatic Recall	$ 3.00	
Automatic Call Back (per occurrence)	$ 0.75	
Automatic Recall (per occurrence)	$ 0.75	
Call Block	$ 3.00	
Call Forwarding	$ 3.00	
Call Forwarding Busy	$ 3.00	
Call Forwarding No Answer	$ 3.00	
Call Forwarding Variable	$ 3.00	
Call Hold	$ 3.00	
Call Pick Up	$ 3.00	
Call Transfer	$ 3.00	
Call Trace	$ 3.00	
Call Waiting	$ 3.00	
Caller ID w/Name & Number	$ 7.50	
Caller ID w/Number	$ 5.00	
Code Restriction	$ 3.00	
Distinctive Ringing	$ 3.00	
Remote Activation of Call forward	$ 3.00	
Remote Call Forwarding	$15.00	
Remote Call Forwarding Additional path	$15.00	
Speed Dial 8	$ 3.00	
Speed Dialing 30	$ 3.00	
3 Way Calling	$ 3.00	
e.spire Auto Attendant (per mailbox)	$ 7.95	
(9 or fewer mailboxes)		$50.00
(10 or more mailboxes)		$95.00
e.spire Fax Overflow	$14.95	
e.spire Voice Mail (per mailbox)	$ 6.95	
e.spire Voice Mail Pager Plus	$ 9.95	

*Non-recurring charges waived if features ordered upon initial installation of e.spire LOCAL SERVICE. (T)
** Per occurrence rate applies when customer opts not to purchase the monthly rate.

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

13.0 OPTIONAL LOCAL EXCHANGE SERVICES

13.5 **e.spire LOCAL SERVICE (Cont'd)** (T)

13.5.3 Long Distance Service

e. spire Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the e.spire Kentucky End-User Services Price List, the e.spire Kentucky Interexchange Services Tariff and the e.spire FCC No. 1 Interstate Services Tariff.

One Year	12%
Two Year	15%
Three Year	20%

13.5.4 Toll Free Service

	Monthly	**Non-Recurring**
Toll Free Number	$ 1.00	$ 0.00
Toll Free Directory Assistance Listing. per number	$15.00	$ 0.00

Fixed Term Discounts apply to all e.spire Tariff Dial One rates as noted in the e.spire Kentucky Interexchange Services Tariff and the e.spire FCC No. 1 Interstate Services Tariff.

One Year	12%
Two Year	15%
Three Year	20%

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13.0 OPTIONAL LOCAL EXCHANGE SERVICES

13.5 **e.spire LOCAL SERVICE (Cont'd)** (T)

13.5.5 Ancillary Services:

Directory Listings, per listing	**Monthly**
Single List - White page only	$ 0.00
Non-listed	$ 1.50
Non-published	$ 3.00
Additional listing	$ 2.00
Toll Free Directory Assistance listing	$15.00

Vanity Number	**Monthly**
Vanity number, per number	$10.00

Operator Assisted Calling, per occurrence	**Monthly**
Station to Station	$1.35
Calling Card	$1.35
3rd Number	$1.35
Collect Call	$1.35
Person to Person	$2.70

Directory Assistance	**Per Call**
Call Allowance	3 calls
Each additional Directory Assistance call	$0.30
Call Completion	$0.30
Long Distance Directory Assistance	$0.85
Long Distance Directory Assistance with call completion	$0.50

Busy Line Verification	**Per Request**
Verification Request	$0.95
Emergency Interrupt Request (in addition to Verification Request)	$0.45

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13.0 OPTIONAL LOCAL EXCHANGE SERVICES

13.5 e.spire LOCAL SERVICE (Cont'd) (T)

13.5.6 Moves/Adds/Changes (MACS)

	One Time Non-recurring
Add Additional Lines or Trunks, per order	$ 50.00
Add DID Trunk Termination, per order	$ 50.00
Change to CSR, record purpose, per order	$ 20.00
Add Additional Custom Calling Features, per order	$ 10.00
Add E.SPIRE Auto Attendant	
(9 or fewer mailboxes)	$50.00
(10 or more mailboxes)	$95.00
Move Service Location, per order	Kentucky End-User Services Price List apply
PIC Change, per line	$ 5.00
Reconfiguration Charge, per order without customer premise visit.	$ 50.00
Reconfiguration Charge, per order with customer premise visit.	$250.00

13.5.7 Expiration of Term Agreement

The customer must notify ACSI, in writing, at least 30 days prior to the expiration of services to express their desired services beyond the selected term agreement. In lieu of written notification, the customer services will renew under the existing term agreement, i.e. a two year agreement will renew to an additional two year agreement.

13.5.8 Termination Fees

A termination liability charge will be applicable for service rate elements provided under the e·spire Local Service term payment Plan when service is cancelled prior to the end of the chosen Term Plan. The termination fee is equal to: 1) the difference the tariffed monthly rates and the billed e·spire Local Service discounted monthly rates multiplied the number of expired months in the current term agreement, plus 2) the number of months remaining under the term agreement multiplied by the monthly rate for the Services multiplied by twenty (20) percent. The customer is obligated to pay such charges within thirty (30) days of termination. In the event service is provided via a third party, the customer is responsible for all cost incurred for such early termination with our service provider. (T)

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13.0 OPTIONAL LOCAL EXCHANGE SERVICES

13.6 **e.spire Local ISDN** (T)

e.spire LOCAL ISDN is a total package product offering consisting of Local services with optional Long Distance service, Toll Free service and custom calling features. This product is only available to local end user customers originating on e·spire facilities off its Louisville, KY switch. Internet Service Providers (ISP) will receive inbound traffic only. Non-ISP customers will be provisioned for inbound and outbound traffic. The applicable rates for Outbound Calling for Non-ISP customers are specified below. Local ISDN is available under Month-To-Month, One Year, Two Year or Three Year Term Agreements. Each commitment level will be charged Monthly Recurring and Non-recurring rates as specified below. (T) (T)

LOCAL ISDN Rates:

	Monthly	Non-recurring
Month to Month		
ISDN PRI Access Facility, 23B+D Channels	$1,150.00	$1,250.00
1 Year Term		
ISDN PRI Access Facility, 23B+D Channels	$1,000.00	$1,250.00
2 Year Term		
ISDN PRI Access Facility, 23B+D Channels	$ 850.00	$1,000.00
3 Year Term		
ISDN PRI Access Facility, 23B+D Channels	$ 800.00	$ 750.00

DID Termination Charges:	**Monthly**
DID Trunk Termination, per Trunk Group	$10.00
DID Number:	**Monthly**
1st Block of 20 DID numbers	$ 5.00
DID each additional block of 20 up to 500 numbers	$ 2.50
DID 500 + each additional block of 100 numbers	$50.00

Hunting Service:	**Monthly**	**Non-Recurring***
Hunting	$ 0.00	$ 0.00

Optional Custom Calling Features:	**Monthly**	**Non-Recurring***
Caller ID w/Name & Number	$150.00 (I)	
Caller ID w/Name Only (N)	$ 75.00 (N)	
Call by Call	$ 50.00	
Outbound Calling for Non-ISP's	$100.00	

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13.0 OPTIONAL LOCAL EXCHANGE SERVICES

(T)

13.6 **e.spire Local ISDN (Cont'd)**

13.6.1 Optional Product Components:

Long Distance Service e. spire Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the ACSI Kentucky End-User Services Price List, the ACSI Kentucky Interexchange Services Tariff and the ACSI FCC No. 1 Interstate Services Tariff.

One Year	19.29%
Two Year	24.24%
Three Year	29.39%

Toll Free Service

	Monthly	Non-Recurring
Toll Free Number	$ 1.00	$ 0.00
Toll Free Directory Assistance Listing. per number	$15.00	$ 0.00

Fixed Term Discounts apply to all e.spire Tariff Dial One rates as noted in the e.spire Kentucky Interexchange Services Tariff and the e.spire FCC No. 1 Interstate Services Tariff.

One Year	12%
Two Year	15%
Three Year	20%

13.6.2 **Ancillary Services**

Directory Listings, per listing	Monthly
Single List - White page only	$ 0.00
Non-listed	$ 1.50
Non-published	$ 3.00
Additional listing	$ 2.00
Toll Free Directory Assistance listing	$15.00

Vanity Number	Monthly
Vanity number, per number	$10.00

Issued: April 2, 2001

Effective: Date: May 2, 2001

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13.0 OPTIONAL LOCAL EXCHANGE SERVICES

13.6 e.spire Local ISDN (Cont'd) (T)

13.6.2 Ancillary Services:

Operator Assisted Calling, per occurrence	Monthly
Station to Station	$1.35
Calling Card	$1.35
3rd Number	$1.35
Collect Call	$1.35
Person to Person	$2.70

Directory Assistance	Per Call
Call Allowance	3 calls
Each additional Directory Assistance call	$0.30
Call Completion	$0.30
Long Distance Directory Assistance	$0.85
Long Distance Directory Assistance with call completion	$0.50

Busy Line Verification	Per Request
Verification Request	$0.95
Emergency Interrupt Request (in addition to Verification Request)	$0.45

Moves/Adds/Changes (MACS)	One Time Non-recurring
Add DID Trunk Termination, per order	$ 50.00
Change to CSR , record purpose, per order	$ 20.00
Add Additional Custom Calling Features, per order	$ 10.00
Move Service Location, per order	Kentucky End-User Services Price List apply
PIC Change, per line	$ 5.00
Reconfiguration Charge, per order without customer premise visit.	$ 50.00
Reconfiguration Charge, per order with customer premise visit.	$250.00

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13.0 OPTIONAL LOCAL EXCHANGE SERVICES

13.6 e.spire Local ISDN (Cont'd) (T)

13.6.3 Expiration of Term Agreement

The customer must notify ACSI, in writing, at least 30 days prior to the expiration of services to express their desired services beyond the selected term agreement. In lieu of written notification, the customer services will renew under the existing term agreement, i.e. a two year agreement will renew to an additional two year agreement.

13.6.4 Termination Fees

A termination liability charge will be applicable for service rate elements provided under the e·spire Local ISDN term payment Plan when service is cancelled prior to the end of the chosen Term Plan. The termination fee is equal to the number of months remaining under the term agreement multiplied by the monthly rate for the Services multiplied by twenty (20) percent. The customer is obligated to pay such charges within thirty (30) days of termination. In the event service is provided via a third party, the customer is responsible for all cost incurred for such early termination with our service provider. (T)

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13.0 OPTIONAL LOCAL EXCHANGE SERVICES

13.7 **Incoming FX**

Incoming FX is a foreign exchange service that provides a telephone number out of a foreign central office through the end users local central office. Incoming FX offers customers to receive incoming calls from customers within the LCA included in the foreign exchange's NPA/NXX.

Incoming FX is offered as an optional line coding. Incoming FX will only be made available on DID trunks, Combination trunks, and Combination trunks with DID. Since Incoming FX is not an outbound calling feature, it will not be available on DOD trunks. Incoming FX is available to customers receiving e·spire LOCAL SERVICE PLUS or e·spire LOCAL ISDN. (T)

13.7.1

	Non Recurring	Monthly	
e·spire LOCAL SERVICE PLUS	$ 10.00	$100.00	(T)
e·spire LOCAL ISDN– Non ISP's	$ 10.00	$100.00	(T)
e·spire LOCAL ISDN– ISP's	$ 10.00	$200.00	(T)

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

13.0 OPTIONAL LOCAL EXCHANGE SERVICES

13.8 **Local Advantage Service**

Local Advantage Service Term Plan is available to new and existing customers receiving e·spire LOCAL SERVICE PLUS and/or e·spire LOCAL ISDN Commercial End User (CEU). Local Advantage Service was previously introduced as a promotional offer for e·spire Local Service Plus and e·spire Local ISDN CEU. Local Advantage Service Term Plan is designed to encourage prospects and existing customers to purchase e.spire Long Distance, The long distance usage will generate credits that will be applied to the customer's Local Service*. The higher the long distance net revenue, the higher the monthly credits for Local Service*. (T) (T) (T)

New and Existing Customer's will receive Local Service monthly credits on up to 4 e.spire LOCAL SERVICE PLUS / LOCAL ISDN Commercial End User T-1's, DID Trunk Termination and DID Blocks. The Local Service monthly credits are based on the sliding scale net Long Distance (Interstate , Intralata, Intrastate, International, Toll Free & Calling Card) usage per month, for the length of the LOCAL SERVICE PLUS/LOCAL ISDN Commercial End User Agreement. (T) (T) (T)

Net Monthly Long Distance Revenue	Maximum Local Services Monthly Charges Waived	
$2,500.00 - $4,999.99	1 LOCAL SERVICE PLUS	(T)
$5,000.00 - $7,499.99	1 LOCAL SERVICE PLUS and 50% off 1add'l LOCAL SERVICE PLUS	|
$7,500.00 - $9,999.99	2 LOCAL SERVICE PLUS and 50% off 1add'l LOCAL SERVICE PLUS	|
$10,000.00 - $12,499.99	3 LOCAL SERVICE PLUS and 50% off 1add'l LOCAL SERVICE PLUS	|
$12,500.00 or more	4 LOCAL SERVICE PLUS and 50% off 1add'l LOCAL SERVICE PLUS	(T)

Existing e.spire LOCAL SERVICE PLUS /LOCAL ISDN CEU customers must renew at equal to or greater than the length of their existing contract with the attached Local Advantage Addendum. Existing customers who increase or decrease the number of LOCAL SERVICE PLUS's must have their account updated. (T) (T)

* - Includes e.spire LOCAL SERVICE PLUS, LOCAL ISDN CEU (ONLY), base component, DID Trunk Termination and DID Blocks. Initial Install Waiver Program will be honored on NRC costs. Excludes all optional features, line coding, EUCL, additional service fees, surcharges and taxes. (T)

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

13.0 OPTIONAL LOCAL EXCHANGE SERVICES

13.8 **Local Advantage Service (Cont'd)**

All other terms and conditions, of e·spire's existing e·spire LOCAL SERVICE PLUS and (T)
e·spire LOCAL ISDN CEU agreements, not expressly modified in the customer's (T)
Addendum remain unchanged and in full force and effect.

13.8.1 Termination Fees

A termination liability charge will be applicable for service rate elements provided under the Local Advantage Service term payment Plan when service is cancelled prior to the end of the chosen Term Plan. The termination fee is equal to the number of months remaining under the term agreement multiplied by the monthly rate for the corresponding Term agreement. The customer is obligated to pay such charges within thirty (30) days of termination. In the event service is provided via a third party, the customer is responsible for all cost incurred for such early termination with our service provider.

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PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAY 02 2001

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SECTION 9 (1)
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13.0 OPTIONAL LOCAL EXCHANGE SERVICES

13.9 e.spire Voice Internet Pack

e.spire Voice Internet Pack is a total package product offering consisting of Local, Long Distance and Toll Free services with optional custom calling features. This product is only available to local end user service customers originating on e.spire facilities off its Louisville, Kentucky switch. e·spire Voice Internet Packs available under One, Two or Three Year Term Agreements. Each commitment level will be charged monthly recurring and non-recurring rates as specified below.

e·spire Voice Internet Pack Pricing:

Term Discounts Length of Contract	Monthly %	NRC %
One Year	0 %	0%
Two Year	10 %	100%
Three Year	15 %	100%

Voice Internet Pack	Monthly	Non-recurring*	EZ LD Allowance
VIP 4 through 44		$250.00	
VIP 4	$580.00		1000 MOU
VIP 5	$608.00		1250 MOU
VIP 6	$643.00		1500 MOU
VIP 7	$689.00		1750 MOU
VIP 8	$725.00		2000 MOU
VIP 9	$772.00		2250 MOU
VIP 10	$810.00		2500 MOU
VIP 11	$832.00		2750 MOU
VIP 12	$871.00		3000 MOU
VIP 13	$901.00		3250 MOU
VIP 14	$941.00		3500 MOU
VIP 15	$970.00		3750 MOU
VIP 16	$1,000.00		4000 MOU
VIP 17	$1,050.00		4250 MOU
VIP 18	$1,080.00		4500 MOU

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PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DEC 15 2001

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

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13.0 OPTIONAL LOCAL EXCHANGE SERVICES

13.9 e.spire Voice Internet Pack (Cont'd)

Voice Internet Pack	Monthly	Non-recurring*	EZ LD Allowance
VIP 19	$1,120.00		4750 MOU
VIP 20	$1,150.00		5000 MOU
VIP 21	$1,180.00		5250 MOU
VIP 22	$1,220.00		5500 MOU
VIP 23	$1,250.00		5750 MOU
VIP 24	$1,290.00		6000 MOU
VIP 25	$1,320.00		6250 MOU
VIP 26	$1,350.00		6500 MOU
VIP 27	$1,390.00		6750 MOU
VIP 28	$1,420.00		7000 MOU
VIP 29	$1,460.00		7250 MOU
VIP 30	$1,490.00		7500 MOU
VIP 31	$1,535.00		7750 MOU
VIP 32	$1,576.00		8000 MOU
VIP 33	$1,606.00		8250 MOU
VIP 34	$1,646.00		8500 MOU
VIP 35	$1,677.00		8750 MOU
VIP 36	$1,707.00		9000 MOU
VIP 37	$1,747.00		9250 MOU
VIP 38	$1,778.00		9500 MOU
VIP 39	$1,818.00		9750 MOU
VIP 40	$1,867.00		10,000 MOU
VIP 41	$1,897.00		10,250 MOU
VIP 42	$1,957.00		10,500 MOU
VIP 43	$1,988.00		10,750 MOU
VIP 44	$2,049.00		11,000 MOU

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13.0 OPTIONAL LOCAL EXCHANGE SERVICES

13.9 e.spire Voice Internet Pack (Cont'd)

13.9.1 Line Components:

e·spire Voice Internet Pack service monthly fee includes DS1 Access facility with Business Exchange Lines, and Digital PBX Trunks. The customers may select a combination of the line components of up to 24 potential lines per DS1 in accordance with the VIP plan. Additionally, the following Standard Custom Calling Features are included in the monthly fee:

Hunting	Call Forwarding
Call Waiting	Call Forwarding Busy
3 Way Calling	Call Forwarding No Answer
Speed Dial 8	

e·spire Voice Internet Pack service monthly fee includes PRI Access facility with PRI Trunks. The customers may select a combination of the trunk components of up to 24 potential lines per PRI in accordance with the VIP plan. Additionally, the following Standard Custom Calling Feature are included in the monthly fee:

Hunting

Additional charges will apply for the following components:

DID Termination Charges:	**Monthly**
DID Trunk Termination, per pack	$50.00

DID Number:	**Monthly**
1st Block of 20 DID numbers	$ 5.00
DID each additional block of 20 up to 500 numbers	$ 2.50
DID 500 + each additional block of 100 numbers	$50.00

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13.0 OPTIONAL LOCAL EXCHANGE SERVICES

13..9 e.spire Voice Internet Pack (Cont'd)

13.9.1 Line Components (cont'd):

DS1 Optional Custom Calling Features:	**Monthly**	**Non-Recurring***
Custom Calling Features		$10.00
Anonymous Call Rejection	$ 2.50	
Automatic Call Back	$ 2.50	
Automatic Recall	$ 2.50	
Call Block	$ 2.50	
Call Hold	$ 2.50	
Call Transfer	$ 2.50	
Caller ID w/Name & Number	$ 7.50	
Caller ID w/Number	$ 5.00	
Distinctive Ringing	$ 2.50	
Remote Activation of Call forward	$ 2.50	
Remote Call Forwarding	$15.00	
Remote Call Forwarding Additional path	$15.00	
Speed Dialing 30	$ 2.50	
Toll Restriction	$ 2.50	
e.spire Enhanced Voice Messaging (per mailbox)	$7.95	
(9 or fewer mailboxes)		$50.00
(10 or more mailboxes)		$95.00
e.spire Fax Overflow	$14.95	
e.spire Voice Mail (per mailbox)	$ 6.95	
e.spire Voice Mail Pager Plus	$ 9.95	

*Non-recurring charges waived if features ordered upon initial installation of e.spire.

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13.0 OPTIONAL LOCAL EXCHANGE SERVICES

13.9 e.spire Voice Internet Pack (Cont'd)

13.9.1 Line Components (cont'd):

PRI Optional Custom Calling Features:	Monthly	Non-Recurring*
Custom Calling Features		$10.00
Call by Call, per pack	$ 50.00	
Caller ID w/ Name & Number, pack	$150.00	
Caller ID w/ Number, pack	$ 50.00	

13.9.2 Internet Optional Services:

Additional charges will apply for the following components:

Internet Optional Services:	Monthly	Non- Recurring*
		See MAC
Internet upgrade to 384 kbps	$ 49.00	
Internet upgrade to 512 kbps	$ 99.00	
Internet upgrade to 640 kbps	$149.00	
Internet upgrade to 768 kbps	$199.00	
News Feed	$ 50.00	
Primary DNS	$ 50.00	

13.9.3 Long Distance Service

e·spire Voice Internet Pack customers will receive the EZ LD rates for all ACSI Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the ACSI Kentucky General Services Tariff, the ACSI Kentucky Interexchange Services Tariff and the Interstate Long Distance Service Agreement.

International rates will receive the following Fixed Term Discounts for all ACSI Tariff Dial One International rates as noted respectively in the ACSI Kentucky General Services Tariff, the ACSI Kentucky Interexchange Services Tariff and the Interstate Long Distance Service Agreement.

One Year	19.29%
Two Year	24.24%
Three Year	29.39%

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DEC 15 2001

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

13.0 OPTIONAL LOCAL EXCHANGE SERVICES

13.9 e.spire Voice Internet Pack (Cont'd)

13.9.4 Toll Free Service

e·spire Voice Internet Pack customers will receive the EZ LD rates for all ACSI Tariff Dial One IntraLATA, Intrastate and Interstate rates as noted respectively in the ACSI Kentucky General Services Tariff, the ACSI Kentucky Interexchange Services Tariff and the ACSI FCC No. 1.Interstate Services Tariff.

One Year	12%
Two Year	15%
Three Year	20%

13.9.5 Ancillary Services

Directory Listings, per listing	**Monthly**
Single List - White page only	$ 0.00
Non-listed	$ 1.50
Non-published	$ 3.00
Additional listing	$ 2.00
Toll Free Directory Assistance listing	$15.00

Vanity Number	**Monthly**
Vanity number, per number	$10.00

Operator Assisted Calling, per occurrence	**Monthly**
Station to Station	$1.35
Calling Card	$1.35
3rd Number	$1.35
Collect Call	$1.35
Person to Person	$2.70

Directory Assistance	**Per Call**
Call Allowance	3 calls
Each additional Directory Assistance call	$0.30
Call Completion	$0.30
Long Distance Directory Assistance	$0.85
Long Distance Directory Assistance with call completion	$0.50

[ALL MATERIAL ON THIS PAGE IS NEW.]

Issued: November 15, 2001

Effective: Date: December 15, 2001

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

DEC 15 2001

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

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13.0 OPTIONAL LOCAL EXCHANGE SERVICES

13.9 e.spire Voice Internet Pack (Cont'd)

13.9.5 Ancillary Services

Busy Line Verification	**Per Request**
Verification Request	$0.95
Emergency Interrupt Request (in addition to Verification Request)	$0.45

Moves/Adds/Changes (MACS)	**One Time Non-recurring**
VIP Installation	$250.00, per bundle
Change to Upgrade VIP, without premises visit	$50.00, per bundle
Change to Upgrade VIP, with premises visit	$250.00 per bundle
Change to Upgrade Internet Access speed	$50.00,per ckt
Change to add DID Trunk Termination	$50.00, per order
Change to add Voice feature	$10.00, per order
Change to CSR	$20.00 per order
Change to add PRI feature	$10.00 per order
Change to add Newsfeed	$10.00 per ckt
Change to add Primary DNS	$25.00 per ckt
Change to add Optional Calling Plans (LATAwide, EAS, Corridor…)	$10.00 per ckt
PIC change	$5.00 per WTN
Voice Mail installation	$10.00 per mailbox
Voice Mail Pager Plus installation	$10.00 per mailbox
Fax Overflow installation	$10.00 per mailbox
Enhanced Voice Messaging 9 or less mailboxes	$50.00 per order
Enhanced Voice Messaging 10 or more mailboxes	$95.00 per order

[ALL MATERIAL ON THIS PAGE IS NEW.]

Issued: November 15, 2001

Effective: Date: December 15, 2001

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13.0 OPTIONAL LOCAL EXCHANGE SERVICES

13.10 e.spire Voice Term Plan Program

e·spire Voice Services Term Plan Program provides additional savings for customers committing to a long-term relationship with e·spire. This program offers credit for one-month of service at the tarriffed rate to new Local Service Plus and Local ISDN-CEU end users when they contract for a one-year and two year term commitment. End users committing to three year term contracts will receive credit for two-month of service at the tariffed rate. This program is not exclusively limited to customers that commit to one-year term plans, but all term plan offerings. The table below identifies the amount of credit and distribution for each term plan commitment.

Term Commitment	Credit	Credit Distribution*
1 year term commitment	1 month credit	5th month following install
2 year term commitment	1 month credit	1st month following install
3 year term commitment	2 months credit	1st & 13th month following install

* Credits issued for the first month may be split between the first and second months invoice dependent on the date of install.

- e·spire Voice Services Term Plan Program is available to new e·spire Local Service Plus and Local ISDN-CEU end users.
- The terms of this Program will not be applicable for end users that terminate their contracts during the first 90 days of service.
- End Users who terminate their contract at any point during the term plan will be required to reimburse e·spire with the full credited amount under this program in addition to early termination penalties.

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13.0 OPTIONAL LOCAL EXCHANGE SERVICES

13.11 EZ LD Service

The EZ LD service is available to new and existing Local Service, Local Service Plus or Local ISDN CEU customers. The EZ LD service allows customers to enjoy a single rate for certain long distance traffic, provided the customer meets certain usage requirements. New Local Service, Local Service Plus or Local ISDN CEU customers must sign a service agreement for at least a 12-month term. However, for current e·spire customers, the term commitment shall be no less than the remaining term of the current Required Product if the remaining term is greater than one (1) year.

If a customer elects to receive the EZ LD service, the new service will be incorporated into the terms of the existing Required Product agreement, such that both services will expire concurrently. Notwithstanding, EZ LD cannot be added unless there is at least one year remaining under the existing agreement or both agreements are extended to provide service for at least a one-year term.

The EZ LD product rate is based on 3 factors:

1. Usage pattern – Customer's intrastate traffic shall not exceed 30% of total EZ LD traffic to qualify for the rates specified below.
2. EZ LD Service term period (1,2,or 3 years)
3. Customer's prior usage level in which their intrastate traffic does not exceed 30% of total EZ LD traffic.

e·spire EZ LD product rate guidelines

Term Period	**Previous LD usage**		
	Up to $100.00	**$101 - $300**	**over $301**
1 year	$0.055	$0.055	$0.049
2 year	$0.055	$0.049	$0.045
3 year	$0.049	$0.045	$0.045

Under the following circumstances, an EZ LD rate can be provided to customers exceeding the 30% intrastate usage limitation:

-- **Intrastate Usage between 30% and 50%.** Customers with intrastate usage between 30% and 50% of total EZ LD usage may be offered an EZ LD rate of $.055.

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PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
APR 15 2002
PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
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13.0 OPTIONAL LOCAL EXCHANGE SERVICES

13.11 EZ LD Service (Cont'd)

13.11.1 EZ LD Conditions for service

EZ LD customer's intrastate long distance traffic shall not exceed the percentage of their total EZ LD traffic, as specified above. In the event their traffic exceed the allowed intrastate usage in two billing months in any 12-month period, e·spire reserves the right to re-rate those months intrastate minutes to $.08 per intrastate minute or to charge $0.08 per intrastate minute for the intrastate usage in any additional month, in which the customer's traffic exceed the 50% limit.

13.11.2 Early Termination Penalty

Withstanding anything to the contrary in article 4 of the Agreement, if the customer decide to terminate the EZ LD Service before the end of the term, the customer will be charged an early termination penalty equal to 4 months of average usage. The customer's average usage will be calculated based on the average of the last two full months of usage. In the event the EZ LD agreement is terminated before two full months of service, the average usage will be calculated based on the customer's actual usage to date.

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APR 15 2002

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