

COMPETITIVE  
GENERAL EXCHANGE AND ACCESS CARRIER  
SERVICES  
OF  
LUMOS NETWORKS, LLC

**This tariff is issued to reflect the new name of Lumos Networks LLC and replaces the former FiberNet, LLC – KY PSC Tariff No. 1.**

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Issued: August 17, 2012

Issued By:

Steven Hamula, Director of Regulatory Affairs  
Lumos Networks, LLC  
1200 Greenbrier Street  
Charleston, West Virginia 25311

Effective: September 18, 2012



**CHECK SHEET**

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

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**APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to the furnishing of intrastate common carrier communications services by LUMOS NETWORKS, LLC within the Commonwealth of Kentucky.

LUMOS NETWORKS, LLC will provide intrastate service throughout the Commonwealth of Kentucky in areas currently served by the following Incumbent Local Exchange companies:

- (1) BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky
- (2) Windstream Kentucky East Inc.

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**EXPLANATION OF SYMBOLS, REFERENCES MARKS, AND ABBREVIATIONS  
OF TECHNICAL TERMS USED IN THIS TARIFF**

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

- C - To signify changed term or condition.
- D - To signify discontinued rate or term or condition.
- I - To signify increased rate.
- M - To signify a move in the location of text.
- N - To signify new rate or term or condition.
- R - To signify reduced rate.
- S - To signify reissued matter.
- T - To signify a change in text but no change in rate or term or condition.

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**SECTION 1 - DEFINITIONS**

Certain terms used generally throughout this tariff are defined below:

Account Codes: Allows a User to allocate local calls to a 4-digit, non-verified account code.

Advance Payment: Payment of all or part of a charge required before the start of service.

Alternate Access: The connection between a Customer premises and a Company Point of Presence whereas; the provider of the service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such service.

Authorization Code: A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the company=s network to identify the caller and validate the caller=s authorization to use the services provided.

Authorized User: A person, firm, corporation, or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts of omissions, to use local exchange telephone service.

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

Business Customer: Customers who have access lines that terminate at offices, mills, stores or a business location. Business rates apply if the service is used primarily or substantially for business purposes even if the access line does not terminate at a business location or if the access line has a business directory listing.

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

Call Block: Allows customer to automatically block incoming calls from up to ten (10) customer preselected telephone numbers (including numbers from which a customer has just received a call). Callers whose numbers have been blocked will hear a recorded message.

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**SECTION 1 - DEFINITIONS, (Cont'd.)**

Call Forwarding : Automatically routes incoming calls to a designated answering point, regardless of whether the User's Station is idle or busy.

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 User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer defined telephone numbers.

Call Trace: Allows the customer to dial a code to automatically request a record of the caller's originating telephone number, the date, and time of the call, as well as the date and time of the customer initiated trace. The information is stored and disclosed only to a law enforcement agency for investigation purposes. The customer does not receive any information regarding the origination of the calls.

Call Transfer/Consultation/Conference: Provides the capability to transfer or add a third party, using the same line.

Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

Call Waiting Cancel: Allows a user to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.

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**SECTION 1 - DEFINITIONS, (Cont'd.)**

Caller ID: Displays the ten (10) digit number of the calling party before the call is answered. Specialized answering equipment is required to display the calling party information. The calling party may block the display of their number by dialing a code prior to placing the call.

Caller ID Blocking: Blocks the delivery of the number to the called party on a per call basis. Can either be "selective" or "complete".

Commission: Kentucky Public Service Commission.

Communications Services: The Company's local exchange switched telephone services offered for both intraLATA and interLATA use.

Company: LUMOS NETWORKS, LLC, issuer of this tariff.

Completed Call: A call, or other telephonic communication, originated by a person or mechanical/electrical device from a number to another number which is answered by a person or mechanical/electrical device. The numbers may be located any distance apart within Kentucky, and the communication may consist of voice, data, a combination of both, or other transmission via a wire or wireless medium; and may be for any duration of time.

Conference/Six-Way: The User can sequentially call up to five other people and add them together to make up a six-way call.

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

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**SECTION 1 - DEFINITIONS, (Cont'd.)**

Customer Group Dialing Plan: A dialing scheme shared by the members of a Customer group, such as 4 digit internal dialing.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

Dial Pulse (DP): The pulse type employed by rotary dial Station sets.

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

Distinctive Ringing: Allows customers to establish up to three telephone numbers on the same access line. Each number is assigned a distinctive ring. The billing telephone number is the "master" number and has a standard ring. The other number(s) are dependent numbers and are assigned individual distinctive rings.

Do Not Disturb: Allows the User to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time.

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

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

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**SECTION 1 - DEFINITIONS, (Cont'd.)**

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone services.

Fixed Call Forwarding Busy: Automatically routes incoming calls to a designated answering point when the called line is busy.

Fixed Call Forwarding Don't Answer: Automatically routes incoming calls to a designated answering point when the called line is not answered after a preset number of rings.

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

Hunting:

*Sequential Hunting*: A hunting arrangement that provides for sequential hunt over members identified within the hunt group. The hunt for an idle line begins at the telephone number dialed and proceeds sequentially through the lines identified in the hunt group until an idle line is found or the last assigned number within the hunt group is reached. If an idle line is found, the hunt stops and the idle line is rung. If all lines are busy, the caller receives a busy.

*Circular Hunting*: A hunting arrangement similar to sequential hunting except, if no idle line is found by the time the last line in the group is reached, the hunt circles back to the first line in the group and hunts up to but not including the line where the hunt started.

ICB: Stands for Individual Case Basis, a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

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

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**SECTION 1 - DEFINITIONS, (Cont'd.)**

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

Joint User: A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

Kbps: Kilobits, 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 Kentucky District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Least Idle Trunk Selection (LIDL): LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

Local Calling: A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

Local Exchange Carrier (LEC): A company which furnishes exchange telephone service.

Long Distance Account Codes: Allows the customer to assign codes to employees, probe -, casts, or department to track long distance usage and allocate charges. The customer is offered the option non-verified or verified codes.

Mbps: Megabits, denotes millions of bits per second.

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**SECTION 1 - DEFINITIONS, (Cont'd.)**

Message Waiting: This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dialtone).

Most Idle Trunk Selection (MIDL): MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

Multiple Appearance Directory Numbers: A directory number that is assigned more than once to one or more Proprietary Business Sets.

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

Node: The Company office where all Customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

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

North American Dialing Plan: Consists of the continental United States, Alaska, Hawaii, Canada, and those parts of Mexico in the 903 Area Code, Bermuda, Puerto Rico, the Virgin Islands, and other Caribbean Islands in the 908 Area Code.

Off-Hook: The term "off-hook" denotes the active condition of a telephone exchange service line.

On-Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.

PIN: Personal Identification Number. See Authorization Code.

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**SECTION 1 - DEFINITIONS, (Cont'd.)**

Point to Point Service: Point to Point Service is an unswitched full time transmission service utilizing the company's facilities to connect two or more Customer designated locations.

Presubscription - 2: An arrangement whereby a Customer may select and designate to the Company an Exchange Carrier it wishes to access, without an access code, for completing intraLATA toll Calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC-2).

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

Regular Business Hours: 8:00 am through 5:00 p.m., Monday through Friday, excluding defined Holidays.

Service Agreement: Request for local exchange services executed by the Customer and the Company in a format specified by the Company for term, or period of time, as specified in the agreement. The request of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

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

Services: The Company's telecommunications services offered on the Company's network.

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**SECTION 1 - DEFINITIONS, (Cont'd.)**

Shared Facilities: A facility or equipment system or subsystem which can be used simultaneously by several Customers.

Speed Call: Provides a User with the option to call selected directory numbers by dialing a one or two digit code.

Speed Dialing: Allows a subscriber to establish a speed calling list, which associates telephone numbers with a unique 1-digit and/or 2-digit speed calling code. Initial entry and changes to the speed calling list are directly input from the associated subscriber line. This feature is available as an eight code list or thirty code list. Code lists may include local and/or toll telephone numbers.

Station: Telephone equipment from or to which calls are placed.

Three-Way Calling: Allow a station in the talking state to add a third party to the call. This feature may be used on both incoming and outgoing calls.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end to end connection.

Ultra Call Forwarding: Allows the user to activate and/or deactivate the Call Forwarding feature from any remote location, using a Touchtone phone.

User: A customer or any other person authorized by the Customer to use service provided under this tariff.

Voice Data Protection: Prevents data calls from being interrupted by call waiting tones, testing, or busy verification attempts.

V&H Coordinates: Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.1 Undertaking the Company**

The Company undertakes to furnish communications service to Business Customers in connection with one-way and/or two-way information transmission between points within the Commonwealth of Kentucky under the terms of this tariff. Services for communications are available twenty-four (24) hours per day, seven (7) days per week.

Customers 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 herein, 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.

**2.1.1 Use**

Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited. 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 Limitations****2.2.1 Shortage of Equipment Facilities**

- .1 The Company reserves the right to limit or 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 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, from time to time, to furnish service as required at the sole discretion of the Company.
- .3 The company may decline applications for service to or from a location where the necessary facilities or equipment are not available.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.2 Limitations, (Cont'd.)**

- 2.2.2** The Company provides service to Business Customers.
- 2.2.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.
- 2.2.4** This tariff shall be interpreted and governed by the laws of Kentucky without regard for the Kentucky's choice of laws provisions.
- 2.2.5** Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.2.6** The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- 2.2.7** The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.2.8** The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.2.9** The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.3 Liability of the Company**

- 2.3.1** 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, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts of omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.11 below. 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.
- 2.3.2** The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.11, the Company's liability, if any, shall be limited as provided herein.
- 2.3.3** 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, rule, regulation, direction, action or request of the government or of any other government, including Kentucky 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, Kentucky, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.3 Liability of the Company, (Cont'd.)**

- 2.3.4** The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- 2.3.5** The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.3.6** The Customer shall indemnify and hold 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, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 2.3.7** The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- 2.3.8** Notwithstanding the Customer's obligations as set forth in this tariff, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the company with apparatus and systems of the Customer or others; and -all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)**

**2.3 Liability of the Company, (Cont'd.)**

- 2.3.9 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.3.10 The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.3.11 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- 2.3.12 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold 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 the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, 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, locations or use of service furnished by the Company at such locations.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.3 Liability of the Company, (Cont'd.)**

**2.3.13** The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or systems or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.8. following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

**2.3.14** With respect to Emergency Number 911 and Enhanced 911 (E911) Service:

- .1** This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: ( 1 ) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.3 Liability of the Company, (Cont'd.)****2.3.14** With respect to Emergency Number 911 and Enhanced 911 (E911) Service, (Cont=d.):

- .2 Neither is the company responsible for any infringement or invasion of the right of privacy of any person or persons, caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 or E911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 or E911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agencies of any one of them.

**2.3.15** With respect to errors or omissions in Directory Listings:

- .1 The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.
- .2 In conjunction with a non-published telephone number, as described in Paragraph 2.3.15.3, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- .3 When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 or E911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.3 Liability of the Company, (Cont'd.)**

- 2.3.16** In Conjunction with the Busy Line Verification and Interrupt Service as described in this tariff, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.
- 2.3.17** The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.
- 2.3.18** Any provisions that limit liability or damages do not apply to the extent they conflict with Commission rules.

**2.4 Obligations of the Company**

- 2.4.1** Service may be initiated based on a written or verbal agreement between the Company and the Customer.
- 2.4.2** **Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. The Company will work cooperatively with Customers to determine their reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.4 Obligations of the Company, (Cont'd.)****2.4.3 Provision of Equipment and Facilities**

- .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 terms and conditions contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for delays that are beyond the control of the Company in commencing service to any Customer.
- .2 The Company shall use reasonable efforts to maintain facilities 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 installed by the Company, except upon the written consent of the Company.
- .3 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.
- .4 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. Beyond 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; or
  - (c) network control signaling where such signaling is performed by Customer provided network control signaling equipment.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.4 Obligations of the Company, (Cont'd.)****2.4.4 Non-routine Installation**

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

**2.4.5 Ownership of Facilities**

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

**2.5 Assignment or Transfer**

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 express 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. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to such permitted transferees or assignees, as well as all conditions of service.

**2.6 Minimum Period**

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. The right is reserved to require a minimum charge in excess of one month's service. If the period of use exceeds one month, the charges for the fractional part of a month following and consecutive with a full month are a proportionate part of the monthly charges, based on the actual number of days the service is furnished. For the purpose of determining charges for a fractional part of a month, every month is considered to have thirty (30) days.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.7 Obligations of the Customer****2.7.1 General** - 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 terms and conditions; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment;
- .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 conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.3. Any 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;

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.7 Obligations of the Customer, (Cont'd.)****2.7.1 General, (Cont'd.)**

- .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. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- .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 2.7.1.4 above; 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 services as Kentucky herein, removing the facilities or equipment of the Company;
- .7 not creating or allowing to be placed or maintained 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 for interruptions in service will be made for the period during which service is interrupted for such purposes.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

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

2.7.2 Claims

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

- .1 any loss, destruction or damage to property of the Company or any third-party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- .2 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.
- .3 Any provisions that limit liability or damages do not apply to the extent they conflict with Commission rules.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)**

**2.8 Customer Equipment and Channels**

**2.8.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company.

- .1 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment.
- .2 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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12000 Greenbrier Street  
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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.8 Customer Equipment and Channels, (Cont'd.)****2.8.2 Station Equipment**

- .1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.
  
- .2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities 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 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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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.8 Customer Equipment and Channels, (Cont'd.)****2.8.3 Interconnection of Facilities**

- .1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- .2 *Local 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 which are applicable to such connections.
- .3 Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff.

**2.8.4 Inspections**

- .1 Upon reasonable 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 2.8.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- .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. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.9 Billing and Payment for Service****2.9.1 Responsibility for Charges**

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users, including nonrecurring charges or service charges associated with service and facilities furnished. Charges for installations, service connections, moves and rearrangements are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

In particular the Customer is responsible for any and all cost(s) incurred as the result of:

- .1 any delegation of authority resulting in the use of his or her communications equipment and / or network services which result in the placement of calls via the Company;
- .2 any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
- .3 any calls placed by or through the Customer=s equipment via any remote access feature(s);
- .4 any calls placed as a result of the Customer=s intentional or negligent disclosure of Authorization Codes or PIN numbers assigned to the Customer; and
- .5 any and all calls placed to a toll free telephone number (eg: 800/888) provided to the Customer by the Company.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.9 Billing and Payment for Service, (Cont'd.)****2.9.2 Billing and Collection of Charges**

Bills will be rendered monthly to Customer.

- .1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due within 30 days of receipt of Company's bill.
- .2 The Company shall present bills for Recurring Charges monthly to the Customer, for the month which service is provided.
- .3 For new customers or existing customers whose service is disconnected, 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.
- .4 The Company's bill format will comply with 807 KAR 5:006 Section 6(3) and include the name of the Company and a toll free telephone number for Customer inquiries.

**2.9.3 Late Payment Charge**

The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance. A balance is considered past due if unpaid thirty (30) days following the date of the bill listing amounts owed by the Customer. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

**2.9.4 Return Check Charge**

The Company reserves the right to assess a return check charge of up to \$15.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.9 Billing and Payment for Service, (Cont'd.)****2.9.5 Disputed Bills**

The Customer shall notify the Company of any disputed items on a bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Kentucky Public Service Commission  
211 Sower Boulevard  
Frankfort, Kentucky 40602

- .1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
- .2 The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

**2.9.6 Advance Payments**

To safeguard its interests, the Company may require a new 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 and one half 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 up to a one and one half month period. The Advance Payment will be credited to the Customer's initial bill.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)**

**2.9 Billing and Payment for Service, (Cont'd.)**

**2.9.7 Deposits**

- .1 Applicants for service or existing Customers may be required to provide the Company a security deposit in an amount not to exceed two months estimated billings plus any appropriate Non-Recurring Charges. Any request for deposit will be in compliance with Commission's Rules. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.
- .2 When a service or facility is discontinued, the amount of a deposit, if any, 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 the Customer's option, return the deposit or credit it to the Customer's account.
- .3 Deposits held will accrue interest at the fixed rate specified by the Kentucky Public Utilities Commission. Interest is credited to the customer annually, and upon termination of the service, or upon return of the deposit by the Company.
- .4 Deposits will be refunded or released within thirty (30) days after disconnection of service or after twelve (12) months of service, whichever comes first, unless the Company has issued two or more terminating notices during the twelve (12) month period, or unless the Customer has not signed a Service Agreement and operates on a month-to-month basis.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.10 Discontinuance of Service**

Service continues to be provided until canceled by the Customer or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination. The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the company for charges due and owing for services furnished during the time of or up to suspension or discontinuance.

**2.10.1** Upon ten (10) days prior notice in writing to the Customer, the Company may discontinue or suspend service without incurring any liability:

.1 For noncompliance with Company tariffs or Commission regulations, but not without first having made reasonable effort to obtain Customer compliance.

.2 For noncompliance with State, local or other codes

**2.10.2** With five (5) days written notice to the Customer, the Company may discontinue or suspend service without incurring any liability for nonpayment of charges incurred provided that service is not terminated prior to twenty (20) days after the mailing date of the original paid bill.

**2.10.3** Without prior notice and without incurring any liability the Company may discontinue the furnishing of any and/or all service(s) to a Customer:

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

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

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

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)**

**2.10 Discontinuance of Service, (Cont'd.)**

**2.10.3 (Cont=d.)**

- .5 For reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such services.
- .7 In the event of tampering with the equipment or services owned by the Company or its agents.
- .8 In the event of Customer use of equipment or services in such a manner as to adversely affect the Company=s equipment or the Company=s service to others.
- .9 For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- .10 For unauthorized or unlawful use of Travel Card Service numbers and authorization Codes. Such numbers and codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company.

**2.10.4** Without prior notice and without incurring any liability the Company may discontinue the furnishing of any and/or all service(s) to a Customer to prevent or protect against fraud or otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this subsection if:

- .1 The Customer refuses to furnish information to the Company regarding the Customers creditworthiness, its past or current use of common carrier communications services or its planned use of services; or
- .2 The Customer provides false information to the Company regarding the Customers identity, address, creditworthiness, past or current use of common carrier communications services or its planned use of the Company’s service(s); or

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)**

**2.10 Discontinuance of Service, (Cont'd.)**

**2.10.4 (Cont'd.)**

- .3 The Customer has been given written notice of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or
- .4 The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
  1. Using or attempt to use service by rearrangeing, tampering with, or making connections to the Company's service not authorized by this tariff; or
  2. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
  3. Any other fraudulent means or devices; or
  4. Use of service in such a manner as to interfere with the service of other users; or
  5. Use of service for unlawful purposes.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.11 Allowances for Interruptions of Service****2.11.1 Credit for Interruptions**

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. 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.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours. The credit allowance will be calculated in accordance with the rules and regulations set forth by the Commission.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.11 Allowances for Interruptions of Service, (Cont'd.)****2.11.2 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 unaffiliated common carrier providing service connected to the service of Company;
- .2 interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other unaffiliated common carriers connected to the Company's facilities;
- .3 interruptions due to the failure or malfunction of equipment not owned by the Company or any affiliated interest;
- .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 purpose or for implementation of a Customer order for a change in service arrangements;

**2.11.3 Use of Alternative Service Provided by the Company**

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)**

**2.12 Cancellation of Service**

**2.12.1 Cancellation of Application for Service:**

When a Customer cancels 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. The special charges described in this section will be calculated on a case by case basis.

- .1 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 of the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charges for the minimum period of service orders, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).
- .2 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities and material, the cost of installation, engineering, labor and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)**
**2.12 Cancellation of Service, (Cont'd.)****2.12.2 Cancellation Prior to Expiration of Term**

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 this Tariff), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within thirty (30) days all costs, fees and expenses 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 by the Company or paid to third parties by Company on behalf of Customer, as approved by the Kentucky Public Service Commission for approval, plus
- .3 all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current terms.

**2.13 Continuation of Service**

**2.13.1 For Month-to-Month Customers:** Service will continue on a month-to-month basis until such time as the Customer cancels service or until such time as the Company discontinues service in accordance with the rules as outlined in this tariff.

**2.13.2 For Term Agreement Customers:** Service will continue in accordance with the term agreement. At the expiration of the initial term or in any extension thereof, the Customer will be given sixty (60) days notice after which the Customer's term agreement will automatically be renewed for the same period of time as the original term policy. All termination obligations applicable under the original term agreement apply to this renewed term agreement.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)**

**2.14 Notices and Communications**

- 2.14.1** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
  
- 2.14.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
  
- 2.14.3** 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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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)****2.15 Promotional Offerings**

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offering may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings will be filed for approval with the Commission in advance of such promotional offerings.

**2.16 Taxes and Fees**

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

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

**2.16.3 Kentucky Universal Service Fund (KUSF)**

In order to support funding of LifeLine service to low-income consumers, the Company will collect a monthly Kentucky LifeLine Support charge from its Customers for each local line provided by the Company. Beginning January 1, 2000, the charge per line will be applied at the rate of \$0.05 per month.

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**SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)**

**2.16 Taxes and Fees, (Cont'd.)**

**2.16.4 Public Pay Telephone Surcharge**

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

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

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

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

Rate per Call: \$0.28

**2.16.5 Kentucky Telecommunications Relay Service ("TRS")/Telecommunications Access Program ("TAP")**

In order to support funding of the Kentucky Telecommunications Relay Service/Telecommunications Access Program for the deaf, the Company will collect a monthly support charge from its customers for each local line provided by the Company.

TRS/TAP surcharge .....\$0.09 per line per month.

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**SECTION 3 - SERVICE CONNECTION CHARGES, (Cont'd.)****3.1 Description**

Service Connection Charges are, one-time charges associated with a service or item of equipment which applies on a per-item basis each time the service or an item of equipment is provided and includes, but not limited to the following:

Service Connection Charge: A Service Connection Charge is a one-time charge, which applies for Company work associated with activities to set up/change accounts, including, but not limited to, service order issuance, programming, billing, etc. for installations, moves, changes, or rearrangements of services and/or equipment.

Subsequent Non-Recurring Charge: A non-recurring charge may apply to the installation, change, or move of services, as specified in tariffs for each service or item of equipment, in addition to rates identified within this section of the tariff.

Premises Work Charges: Premises Work Charges apply for work done by the Company at the Customer=s premises, at the Customer=s request. There are two categories of premises work charges, standard and complex. Standard premises work charges apply for material (excluding jack equipment), and time spent by the Company performing standard billable premises work. Complex premises work charges apply for time spent by the Company performing complex billable premises work. Charges for both standard and complex work are incurred on an hourly basis for the first 60 minutes and on a quarterly hour basis thereafter.

**3.2 General Terms and Conditions**

**3.2.1** The Service Connection Charges specified for the connection, move or change of service, contemplate work being performed by the Company, or on behalf of the Company, during normal working hours Monday through Friday from 8:00 AM to 5:00 PM. If the customer requests that overtime labor be performed at hours of the day or days of the week other than normal work hours or day, or on holidays, or interrupts work once begun, additional charges will apply as appropriate.

**3.2.2** Service Connection Charges are in addition to other rates and charges normally applying under the tariffs. They apply in addition to construction charges made because of unusual costs in establishing service.

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**SECTION 3 - SERVICE CONNECTION CHARGES, (Cont'd.)**

**3.3 Service Connection Charges Do Not apply To:**

- 3.3.1 A move or a change of telephone services or equipment that is initiated by the Company and / or required for the proper maintenance of service.
- 3.3.2 Disconnection and / or removal of equipment listings, network access lines, and Custom Calling service features, provided that no other work subject to premises work charges is performed.
- 3.3.3 Changes of telephone numbers for company initiated reasons or service reasons (e.g.: change to Touch-tone service).

**3.4 Service Connection Charge Applications**

- 3.4.1 Non-recurring charges associated with specific services are identified under each tariff section where the rate is applied.
- 3.4.2 Additional Non-recurring charges may apply, as specified in each of the tariff sections. The following list identifies major service categories for Service Connection Charges and the associated rates.

	<u>Business</u>
Service Order Charge, per service order:	\$49.50
To install a network access line, per line:	\$21.50
To change the grade or class of service, per service order:	\$49.50
To change a telephone number, per service order:	\$49.50

**3.4.3 Restoral of Service Charge**

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of service. A charge applies for restoring service for each account. An account may consist of a main telephone exchange line, all trunks of a PBX, or a private line channel or service.

To restore service, per account: \$49.50

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**SECTION 3 - SERVICE CONNECTION CHARGES, (Cont'd.)**

**3.4 Service Connection Charge Applications, (Cont'd.)**

**3.4.4** The Labor Charges outlined below apply whenever a customer premises visit is required, at the customer's request for regulated, as specified under 3.1 <sup>(1)</sup> <sup>(2)</sup> <sup>(3)</sup>

	Mon. - Sat. <u>8a.m.-5p.m.</u>	Sunday & Mon-Sat. excluding <u>8a.m.-5 p.m.</u>	<u>Holidays</u>
First 60 minutes	\$ 75.00	\$112.50	\$150.00
Each additional 15 minutes or fraction thereof	\$18.75	\$28.00	\$37.50

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**SECTION 4 - BASIC BUSINESS SERVICES, (Cont'd.)****4.1 NetServe Basic Business Line****4.1.1 General**

NetServe Basic Business Line is provided via one or more channels terminated at the Customer's premises. Each NetServe Basic Business Line channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

NetServe Basic Business Line provides a Business Customer with a connection to the Company's switching network which enables the Customer to:

- A. originate and receive calls from other stations on the public switched telephonenetwork;
- B. access the Company's local calling service;
- C. access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
- D. access the service of providers of interexchange service. A Customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive toll-free service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (such as 10XXX or 101XXXX).

NetServe Basic Business Line service is furnished subject to the availability of facilities.

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**SECTION 4 - BASIC BUSINESS SERVICES, (Cont'd.)**

**4.1 NetServe Basic Business Line, Cont'd.**

**4.1.2 Rate Structure**

NetServe Basic Business Line provides for calling within the local service area on measured or flat rate basis.

Accumulation of local usage time is done on a per second basis. At the end of the Customer's billing period, the sum of accumulated seconds is rounded to the next higher minute.

The local service area\* for NetServe Basic Business Line Customers is the area within which measured service Customers make calls on a per message, per minute basis and may include one or more exchanges or zones.

\* See, BellSouth Telecommunications, Inc. Kentucky – PSC KY Tariff 2A and Verizon South, Inc. P.S.C. KY. No. 2.

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**SECTION 4 - BASIC BUSINESS SERVICES, (Cont'd.)****4.1 NetServe Basic Business Line, Cont'd.****4.1.3 Touch Tone Calling**

Touch tone calling, which is furnished subject to the availability of the central office facilities, allows calls to be originated from instruments equipped for tone-type address signaling over special central office facilities.

Telephones equipped for tone-type calling service can only be associated with, or have access to, lines equipped for this service.

Touch tone calling is furnished with NetServe Basic Business Line.

**4.1.4 Line Hunting**

Line hunting, which is provided subject to the availability of suitable central office facilities is an arrangement that groups together two or more main telephone exchange lines from the same central office so that incoming calls are automatically switched from the initial line, if in use, to the first non-busy line.

Line Hunting is not included with NetServe Basic Business Line.

**4.1.5 Pay-Per-Call Service Blocking**

NetServe Business Basic Line cannot be used to originate calls to Pay-Per-Call services (e.g.: 900 and 976). Calls to those numbers and other numbers used for caller paid information services will be blocked by the Company unless a written request to remove blocking is attached to the Service Agreement.

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**SECTION 4 - BASIC BUSINESS SERVICES, (Cont'd.)**

**4.1 NetServe Basic Business Line, Cont'd.**

**4.1.6 Exchange Classifications**

Business service is provided to each exchange on a measured or flat rate basis and provides for calling within the local calling area and within municipalities as specified in BellSouth Telecommunications, Inc. Kentucky – PSC Ky Tariff 2A.

**4.1.7 Payment Plans**

The Basic Business payment plan offers the Customer two options for payment.

**A. Fixed Monthly Rate Plan**

Under this plan the Customer pays a fixed monthly rate for a specified contract term. The Customer may choose a 1, 2, 3 or 5 year contract. During the course of the contract, fixed rates (recurring and non-recurring) are not subject to Company initiated rate changes.

**B. Month-to-Month Plan**

Under this plan the Customer elects to pay month-to-month. Month-to-month rates (recurring and non-recurring) are subject to Company initiated rate changes.

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**SECTION 4 - BASIC BUSINESS SERVICES, (Cont'd.)****4.1 NetServe Basic Business Line, Cont'd.****4.1.8 Measured Business Exchange Service**

Measured service provides for calling within the local calling area and within municipalities on a per minute basis. Monthly rates consist of the appropriate dial tone live rate and local usage charges.

**4.1.9 Business Line Value Package**

The following features are available to Customers who choose the optional Business Line Value Package with NetServe Basic Business Line:

- Call Forward
- Hunting
- Fixed Call Forwarding Busy
- Fixed Call Forwarding No Answer
- Call Waiting
- Three-way Calling
- Changeable Speed Calling (8)

**4.1.10 Security Package**

The following features are available to Customers who choose the optional Security Package with NetServe Basic Business Line:

- Ultra Call Forward
- Call Trace
- Priority Call
- Call Block
- Calling Line Identification

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**SECTION 4 - BASIC BUSINESS SERVICES, (Cont'd.)**

**4.2 NetServe PBX Trunk**

**4.2.1 Description**

NetServe PBX Trunk, offered on a flat rate basis, provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time.

NetServe PBX Trunk is furnished subject to the availability of facilities.

**4.2.2 Standard Features**

Each NetServe PBX Trunk will be provided with the following standard features:

In, Out, Two-Way  
Trunk Group Hunting

**4.2.3 Security Package**

The following features are available to Customers who choose the optional Security Package with NetServe PBX Trunk service.

Ultra Call Forward  
Call Trace  
Priority Call  
Call Block  
Calling Line Identification

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**SECTION 4 - BASIC BUSINESS SERVICES, (Cont'd.)**

**4.3 NetServe DID Trunk**

**4.3.1 Description**

The Basic Business NetServe DID Trunk provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to receive one call at a time .

NetServe DID Trunk is furnished subject to the availability of facilities.

**4.3.2 Standard Features**

Each NetServe DID Trunk will be provided with the following standard features:

DID  
TT, DD, MF signaling  
Trunk Group Hunting

**4.3.3 DID Telephone Numbers**

Groups of 20

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**SECTION 4 - BASIC BUSINESS SERVICES, (Cont'd.)**

**4.4 Netflex T-1 Service With DID**

**4.4.1 Description**

Netflex T-1 Service With DID (“Netflex”), offered on a measured basis, provides a digital path from a suitably equipped central office to a Customer’s digital PBX, allowing access to and from the exchange and toll network via exchange trunk lines, and other network access lines, including DID capability.

A 1.544 Mbps transmission channel providing two-way transmission for a capacity of up to 24 trunk connections connects a Customer’s premises with the switched public telephone network.

Netflex is furnished subject to the availability of facilities.

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**SECTION 4 - BASIC BUSINESS SERVICES, (Cont'd.)**

**4.5 Netflex PRI**

**4.5.1 Description**

Netflex PRI is a service provided over T-1 point-to-point line facilities. It enhances the capabilities of a basic digital trunk facility by allowing Customers to control the individual channels of the T1 pipe. Channels of the T1 pipe may be used as 23 voice grade product lines (B channels) plus one active D channel to control multiple 24-channel PRI's, through the use of appropriate premises equipment. Customers can bond multiple channels together to create high bandwidth (384 kbs, 768 kbs, etc.) switched data channels.

Netflex PRI is furnished subject to the availability of facilities.

**4.5.2 Application of Rates**

Mileage and Caller ID are included in Netflex PRI.

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## SECTION 4 - BASIC BUSINESS SERVICES, (Cont'd.)

## 4.6 Rates

	Non - Recurring Changes	Month to Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
<b>NetServe Basic Business Line</b>						
Measured Rate	\$21.50	\$23.30	\$22.05	\$20.80	\$20.10	\$19.80
Per Minute Rate						
Band						
1 (Own Exch.)		\$0.028	\$0.028	\$0.028	\$0.028	\$0.028
2 (1-10 miles)		\$0.034	\$0.034	\$0.034	\$0.034	\$0.034
3 (11-16 miles)		\$0.04	\$0.04	\$0.04	\$0.04	\$0.04
4 (17-22 miles)		\$0.046	\$0.046	\$0.046	\$0.046	\$0.046
5 (23-30 miles)		\$0.057	\$0.057	\$0.057	\$0.057	\$0.057
Flat Rate	\$21.50	\$57.00	\$54.00	\$51.00	\$49.20	\$48.50
Hunting		\$1.10	\$1.10	\$1.10	\$1.10	\$1.10
<b>Business Line Value Pkg.</b>		\$4.45	\$4.35	\$4.25	\$4.15	\$3.75
<i>Call Forward</i>						
<i>Hunting</i>						
<i>Fixed Call Forwarding Busy</i>						
<i>Fixed Call Forwarding Don't Answer</i>						
<i>Three-Way Calling</i>						
<i>Call Waiting</i>						
<i>Changeable Speed Calling (8)</i>						
<b>Security Package</b>		\$6.50	\$6.50	\$6.50	\$6.50	\$6.50
<i>Calling Line Identification</i>						
<i>Ultra Call Forward</i>						
<i>Call Trace</i>						
<i>Priority Call</i>						
<i>Call Block</i>						

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Lumos Networks, LLC  
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## SECTION 4 - BASIC BUSINESS SERVICES, (Cont'd.)

## 4.6 Rates, Cont'd.

	Non - Recurring Changes	Month to Month	1 Yr.	2 Yr	3 Yr.	5 Yr.
<b>NetServe PBX Trunk</b>						
Flat Rate	\$21.50	\$66.50	\$63.00	\$59.50	\$57.40	\$56.50
Touchtone		\$1.10	\$1.10	\$1.10	\$1.10	\$1.10
<b>Security Package</b>						
Calling Line Identification		\$6.50	\$6.50	\$6.50	\$6.50	\$6.50
Ultra Call Forward						
Call Trace						
Priority Call						
Call Block						
<b>NetServe DID Trunk</b>						
Standard Measured	\$21.50	\$23.30	\$22.05	\$20.80	\$20.10	\$19.80
DID Group of 20		\$18.70	\$18.70	\$18.70	\$18.70	\$18.70
<b>Netflex T-1 Service With DID</b>						
Measured Service	\$760.00	\$640.00	\$610.00	\$560.00	\$545.00	\$520.00
Per Minute Rate						
Band						
1 (Own Exch.)		\$0.028	\$0.028	\$0.028	\$0.028	\$0.028
2 (1-10 miles)		\$0.034	\$0.034	\$0.034	\$0.034	\$0.034
3 (11-16 miles)		\$0.04	\$0.04	\$0.04	\$0.04	\$0.04
4 (17-22 miles)		\$0.046	\$0.046	\$0.046	\$0.046	\$0.046
5 (23-30 miles)		\$0.057	\$0.057	\$0.057	\$0.057	\$0.057
DID Group of 20		\$18.70	\$18.70	\$18.70	\$18.70	\$18.70

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SECTION 4 - BASIC BUSINESS SERVICES, (Cont'd).

4.6 Rates, Cont'd.

	Non - Recurring Changes	Month to Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
<b>Netflex PRI</b>						
Measured Service Per Minute Rate Band	\$1,200.00	\$850.00	\$810.00	\$785.00	\$745.00	\$725.00
1 (Own Exch.)		\$0.028	\$0.028	\$0.028	\$0.028	\$0.028
2 (1-10 miles)		\$0.034	\$0.034	\$0.034	\$0.034	\$0.034
3 (11-16 miles)		\$0.04	\$0.04	\$0.04	\$0.04	\$0.04
4 (17-22 miles)		\$0.046	\$0.046	\$0.046	\$0.046	\$0.046
5 (23-30 miles)		\$0.057	\$0.057	\$0.057	\$0.057	\$0.057
DID Group of 20		\$18.70	\$18.70	\$18.70	\$18.70	\$18.70
Caller ID		\$95.00	\$90.00	\$85.00	\$80.00	\$80.00

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**SECTION 5 - OPERATOR SERVICES**

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**SECTION 5 - OPERATOR SERVICES, (Cont'd.)****5.1 Directory Assistance**

A customer may obtain Directory Assistance in determining telephone numbers within its local calling area or intraLATA by calling the Directory Assistance operator. Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number, except as follows:

1. Calls placed from a registered main telephone exchange line where a user because of a functional disability is unable to obtain telephone numbers from a directory; a registered business main telephone exchange line of a disabled customer where assistance is otherwise not available. Disability includes, but is not limited to, the legally blind, or visually or physically handicapped as defined by The Federal Register, Volume 35, No. 126.
2. Calls placed from qualified hospitals where telephones are provided in a majority of patient rooms (includes calls placed over toll access lines or toll terminals). A hospital is considered qualified if it is currently able to meet the registration requirements of the American Hospital Association; however, it is not necessary for the hospital to be so registered.
3. Calls placed from pay telephones.
4. Requests in which the Directory Assistance operator provides an incorrect number. The Customer must inform the Company of the error in order to receive credit.
5. Calls requesting a number that is not published or not listed.

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**SECTION 5 - OPERATOR SERVICES, (Cont'd.)**

**5.1 Directory Assistance, Cont'd.**

**5.1.1 Credits**

A credit will be given for calls to Directory Assistance under the following circumstances:

1. The Customer experiences poor transmission or is cut-off during the Call; or
2. The Customer is given an incorrect telephone number.

**5.1.2 Rates**

Direct Dialed:	\$0.95
Operator Assisted Surcharge:	\$0.30

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**SECTION 5 - OPERATOR SERVICES, (Cont'd.)**

**5.2 Operator Assistance**

**5.2.1 General**

A customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner:

Third Number Billing: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

Calling Cards: Provides the Customer with the capability to place a call using a calling card of an Interexchange Carrier with or without the assistance of an operator.

Person to Person: Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.

Station to Station: Calls complete with the assistance of an operator to a particular Station. The call may be billed to the called party.

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**SECTION 5 - OPERATOR SERVICES, (Cont'd.)**
**5.2 Operator Assistance, Cont'd.****5.2.2 Operator Assisted Surcharges**

The following surcharges will be applied in addition to the applicable rates in Section 4 of this tariff:

	<u>Per Call Charges</u>
Customer Dialed	
Calling Card	\$0.80
Operator Assisted	
Station-to-Station	\$2.25
Calling Card	\$2.25
Collec	\$2.25
Bill to Third Number	\$2.25
Person-to-Person	\$4.90
Operator Dialed Surcharge	\$0.80
Partially Automated Surcharge	\$0.50

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**SECTION 5 - OPERATOR SERVICES, (Cont'd.)****5.3 Busy Line Verification****5.3.1 General**

Busy Line Verification and Busy Line Verification with Interrupt are furnished for Customers requesting line status verification or interruption of a specific exchange access line. Service is provided where and to the extent that facilities permit.

- .1 Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or "in use" and report to the calling party.
- .2 Busy Line Verification with Interrupt: The Operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

**5.3.2 Responsibility of the Customer****.1 Liability**

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

**5.3.3 Application of Rates and Charges**

- .1 Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:
  - (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. The following charge will apply for both verification and interruption:

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**SECTION 5 - OPERATOR SERVICES, (Cont'd.)**
**5.3 Busy Line Verification, Cont'd.****5.3.3 Application of Rates and Charges, Cont'd.**

- .2 Busy line verification and busy line interrupt charges are not applicable to calls placed from police and fire departments or from Customers who assert that the request is made in an emergency.
- .3 The charge does not apply when verification indicates a trouble status on the line requiring repair of Company equipment or facilities.
- .4 The charge applies each time the operator verifies a called line.
- .5 Other Charges

If the line verified is not in use, or as a result of interrupt the line is cleared, and, at the calling party's request, the operator completes the call, the applicable operator incremental charge applies in addition to the busy line verification or busy line interrupt charge(s).

**5.3.4 Rates and Charges**

	<u>Per request</u>
Busy Line Verification	\$1.04
Busy Line Interrupt	\$1.54

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**SECTION 5 - OPERATOR SERVICES, (Cont'd.)**

**5.4 Operator Call Completion Service**

**5.4.1 General**

This service provides Customers who have received a requested intraLATA telephone number from directory assistance service, the option of having an intraLATA call dialed and completed to that requested telephone number, where suitable facilities exist.

Operator Call Completion is available with all telephone numbers in the Company's directory assistance service data base except the following numbers:

- InterLATA numbers
- 700, 800/888 toll free numbers and 900 numbers
- 976 and 540 numbers
- 920 and 970 numbers
- 550 numbers
- Nonpublished service numbers

For Customers requesting more than one directory assistance number, the Operator Call Completion option is available only to the last telephone number requested.

**5.4.2 Application of Rates and Charges**

The charge for Operator Call Completion is in addition to the applicable direct dialed or operator assisted directory assistance service rates, local usage charges, Message Telecommunications Service (MTS) rates, and calling card, travel card, collect and bill to third number incremental charges.

The charge for Operator Call Completion applies for each call dialed and completed for the Customer except when the calling party is identified as being handicapped and unable to dial the call because of the handicap.

**5.4.3 Rates and Charges**

Per each call dialed and completed: \$0.00

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**SECTION 6 - DIRECTORY LISTING SERVICES, (Cont'd.)****6.1 General Terms and Conditions**

- 6.1.1** The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the customer's exchange areas of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing
- 6.1.2** The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing, or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- 6.1.3** The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 6.1.4** Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential section. The Company, upon notification to the customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 6.1.5** In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

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**SECTION 6 - DIRECTORY LISTING SERVICES, (Cont'd.)**

**6.2 Directory Listing Service**

**6.2.1 General**

Rates and regulations for listing service are applicable only to listings in the alphabetical directories.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

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

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

**6.2.2 Listings**

One listing, termed the initial listing is included with each Customer's service, and with the initial line of a line hunting group.

At a charge, additional listings may be included in the alphabetical directory and on directory assistance records, or appear on directory assistance records only. The additional directory listing charge commences with the delivery date of the issue of the directory in which the listing first appears. The monthly rate for an additional listing commences the day after the directory assistance records are posted.

If an additional listing is ordered discontinued by the Customer after the closing of the directory, the monthly rate continues through that issue of the directory and up to the date for rates to be effective for the next directory. If the additional listing is ordered discontinued before the closing date of the directory in which it would first appear the monthly rate continues only to the date of cancellation by the customer, with a minimum service period of one month.

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**SECTION 6 - DIRECTORY LISTING SERVICES, (Cont'd.)**

**6.2 Directory Listing Service, Cont'd.**

**6.2.3 Non-published Service**

Non-published service means that the customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records. However, such information may be displayed on a call-by-call basis at Public Safety Answering Point locations where Enhanced Universal Emergency Number service is provided (E911).

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

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

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

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**SECTION 6 - DIRECTORY LISTING SERVICES, (Cont'd.)**

**6.2 Directory Listing Service, Cont'd.**

**6.2.4 Non-directory Listed Service**

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

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

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

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

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

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**SECTION 6 - DIRECTORY LISTING SERVICES, (Cont'd.)**

**6.2 Directory Listing Service, Cont'd.**

**6.2.5 Rates**

	<u>Nonrecurring</u> <u>Charge*</u>	<u>Monthly</u>
Additional Listing, each listing	\$20.00	\$1.80
Non-published service, each listing	\$20.00	\$3.50
Non-directory listed service, each listing	\$20.00	\$1.82

\* The nonrecurring charge applies to Customer requested changes in directory listings, except for changing from non-published/non-listed to a listed number.

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**SECTION 7 - CENTREX SERVICES, (Cont'd.)**
**7.1 NetServe Centrex, Cont'd.****7.1.3 System Features****.1 Standard System Features**

The following call processing features are standard in NetServe Centrex and are provided under control of the common equipment of the central office switching system.

Touch Tone: Provides for the origination of calls by means of instruments equipped for tone-type address signaling over special central office facilities.

Full Network Access (Squared System): There is no pre-defined limit on the number of exchange access or intercom calls active at any one time.

Free Calling within Group

Direct Inward Dialing: Arrangement which allows an incoming call to reach a CES station without attendant assistance.

Individual Dialing Plan: Provides the ability to interpret dialed digits according to Customer specific dialing sequences.

Intercom Dialing: Permits the customer to dial an access code to reach another CES station without having to dial 7 digits.

Full Semi, Un-restricted Stations

*Fully Restricted*: Allows only station-to-station (intercom) calling capabilities.

*Semi-Restricted*: Allows access to the exchange network only for local calling.

*Unrestricted*: Allows access to the exchange network, the toll network or any service accessible by dialing.

Access Treatment Screening: Stations can be individually allowed or disallowed access to system features.

Attendant Capabilities : Attendants may be designated to handle incoming, internal, and other call types with various special telephone consoles.

Centralized Attendant Services: For multi-location customers, the attendants can be located in only one location.

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**SECTION 7 - CENTREX SERVICES, (Cont'd.)**

**7.1 NetServe Centrex, Cont'd.**

**7.1.3 System Features, Cont'd.**

**.1 Standard System Features, Cont'd.**

Flexible Night Service: Provides the ability to forward each listed directory number to a unique customer changeable night directory number.

Call Forward: Allows a station line to have incoming calls forwarded to another line within the system or to telephone numbers outside the system.

Call Forward Busy: Allows for the automatic routing of incoming calls to a preselected station line when the called station line is busy.

Call Forward No Answer: Allows for the automatic routing of incoming calls to a preselected station line when the called telephone does not answer within a predetermined number of rings.

Call Waiting/Cancel Call Waiting: Provides a tone signal to indicate to a user already engaged in a telephone call that a second caller is attempting to dial in. Cancel Call Waiting allows for disabling of Call Waiting for the duration of an outgoing telephone call.

3-Way Conference Calling: Allows the station user to place an existing call on hold and dial the telephone number of a third-party, and then connect all parties.

Speed Dial 8: Allows a user to dial an abbreviated code to originate a call to any of 8 programmed telephone numbers.

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**SECTION 7 - CENTREX SERVICES, (Cont'd.)**

**7.1 NetServe Centrex, Cont'd.**

**7.1.3 System Features, Cont'd.**

**.2 Centrex Value Package**

Ultra Forward: Combines call forwarding with remote access capability.

System Speed Calling (30): Allows a user to dial a two-digit code to originate a call to any of 30 programmed telephone numbers.

Auto Recall: Automatically redials the last incoming call.

Individual Access Screening: Each station is assigned its own access treatment code for call screening.

Auto Call Back: Allows a Centrex station user who encounters a busy condition when calling another station to be automatically notified (called back) when the station becomes idle.

Caller ID: Provides the station user with the telephone number of the calling party before answering the phone.

Call Trace: Allows the station user to dial a code to automatically request a record of the caller's origination telephone number, the date and time of the call. The information is disclosed only to a law enforcement agency for investigation purposes.

**.3 Centrex Premium Bundle**

Selective Call Acceptance: Allows the Customer to create a list of telephone numbers from which the Customer is willing to accept calls. List parameter is 31.

Selective Call Rejection: Allows the Customer to create a list of telephone numbers from which the Customer does not wish to receive calls. Calls from telephone numbers on the Customer's list are sent to an announcement that informs the caller that the Customer is not receiving calls at this time. List parameter is 16.

Select Forward: Allows the Customer to create a list of "selected" telephone numbers that the Customer wants to be forwarded to another number. Calls from the telephone numbers on the Customer's list will be forwarded to the number the Customer has designated. List parameter is 16.

Selective Distinctive Ring: Differentiates incoming calls by signaling the Customer with a distinctive ringing pattern.

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SECTION 7 - CENTREX SERVICES, (Cont'd.)

7.1 NetServe Centrex, Cont'd.

7.1.4 Rates

	Non-Recurring Charge	Month To Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
<b>Standard System</b>						
Measured Service	\$21.50	\$24.65	\$23.36	\$22.08	\$21.30	\$20.95
Includes:						
<i>Touch Tone</i>						
<i>Full Network Access</i>						
<i>Free Calling Within Group</i>						
<i>Direct Inward Dialing</i>						
<i>Individual Dialing Plan</i>						
<i>Intercom Dialing</i>						
<i>Full, Semi, Un-Restricted Stations</i>						
<i>Access Treatment Screening</i>						
<i>Attendant Capabilities</i>						
<i>Centralized Attendant Services</i>						
<i>Flexible Night Service</i>						
<i>Call Forward</i>						
<i>Call Forward Busy</i>						
<i>Call Forward No Answer</i>						
<i>Call Waiting/Cancel Call Waiting</i>						
<i>3 Way Conference Calling</i>						
<i>Speed Dial 8</i>						
Per Minute Rate						
Band *						
1 (Own Exch.)		\$0.028	\$0.028	\$0.028	\$0.028	\$0.028
2 (1-10 miles)		\$0.034	\$0.034	\$0.034	\$0.034	\$0.034
3 (11-16 miles)		\$0.04	\$0.04	\$0.04	\$0.04	\$0.04
4 (17-22 miles)		\$0.046	\$0.046	\$0.046	\$0.046	\$0.046
5 (23-30 miles)		\$0.057	\$0.057	\$0.057	\$0.057	\$0.057

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SECTION 7 - CENTREX SERVICES, (Cont'd.)

7.1 NetServe Centrex, Cont'd.

7.1.4 Rates

	Non- Recurring Charge	Month To Month	1 Yr.	2 Yr.	3 Yr.	5 Yr.
<b>Centrex Value Package</b>			\$13.15	\$13.15	\$13.15	\$13.15
Includes:						
<i>Ultra Forward</i>						
<i>System Speed Calling (30)</i>						
<i>Auto Recall</i>						
<i>Individual Access Screening</i>						
<i>Auto Call Back</i>						
<i>Caller ID</i>						
<i>Call Trace</i>						
<b>Centrex Premium Bundle</b>			\$9.35	\$9.35	\$9.35	\$9.35
Includes:						
<i>Selective Call Acceptance</i>						
<i>Selective Call Rejection</i>						
<i>Selective Call Forward</i>						
<i>Selective Distinctive Ring</i>						

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**SECTION 8 - PRIVATE LINE SERVICES, (Cont'd.)**

**8.1 General**

The Company provides Private Line Service to Customers with transmission speeds ranging from 64Kbps to 274.176 Mbps. Private Line Services are offered on a point-to-point basis. Each Private line Service is dedicated to the Customer and the entire usable bandwidth for each service is available to the Customer for their exclusive use.

**8.2 Application of Rates**

**8.2.1 Recurring Charges**

Recurring charges for Private Line Services vary based on the capacity of service, the distance of service, the term plan selected and the monthly revenue commitment made by the Customer. Unless otherwise stated in the service description, Private Line Service recurring charges are applied on a circuit basis, per DS0 equivalent. A minimum circuit charge applies which varies by circuit bandwidth.

**8.2.2 Nonrecurring Charges**

Non-Recurring Charges are one-time only charges and may be waived for certain promotions and under the specific terms of individually negotiated contract services.

**8.3 Pass-Through Charges**

All charges incurred by the Company on the Customer's behalf from any Local Exchange Carrier, Competitive Access Provider or Competitive Local Exchange Provider will be directly passed on to the Customer. Cross-connect Charges apply to Company facilities that are connected by the Company to other carriers or Customer interconnect/collation facility within the same Point of Presence.

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**SECTION 8 - PRIVATE LINE SERVICES, (Cont'd.)****8.4 Service Descriptions**

Private Line Service allows the Customer to connect two locations with private dedicated service at one of a number of transmission speeds.

**8.4.1 DS0 Service**

DS0 Service is a dedicated digital channel with line speeds of 64 Kbps.

**8.4.2 1.544 Service (DS1)**

1.544 Service, also known as DS1 Service, is a dedicated, high capacity channel with a line speed of 1.544 Mbps. DS1 Service has the equivalent capacity of 24 Voice Grade services or 24 DS0 services.

**8.4.3 3.152 Service**

3.152 Service is a dedicated high capacity channel with a line speed of 3.152 Mbps.

**8.4.4 6.132 Service**

6.132 Service is a dedicated high capacity channel with a line speed of 6.132 Mbps.

**8.4.5 44.736 Service (DS3)**

44.736 Service, also known as DS3 Service, is a dedicated, high capacity channel with a line speed of 44.736 Mbps. DS3 Service has the equivalent capacity of 28 DS1 Services at 1.544 Mbps or 672 voice Grade Services at 56/64 Kbps.

**8.4.6 274.176 Service**

274.176 Service is a dedicated high capacity channel with a line speed of 274.176 Mbps.

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**SECTION 9 - DIGITAL SERVICES**

**[Reserved for Future Use]**

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**SECTION 10 - PUBLIC TELEPHONE SERVICES**

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**SECTION 11 – PROMOTIONS, (Cont'd.)**

**11.1 Promotions**

**11.1.1 Temporary Promotional Programs**

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring charges, to introduce present or potential Customers to a service not previously received by the Customers. The Company will file in advance of such promotional offerings for approval by the Commission.

**11.1.2 Demonstration of Service**

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type and duration of service provided will be at the Company's discretion.

**11.1.3 Competitive Response Promotion**

In order to acquire or retain Customer, the Carrier will match certain offers made by other carriers/resellers where the Customer can demonstrate to the Carrier's satisfaction that it intends to accept such offer as an inducement to subscribe to or remain subscribed to such other carrier's/reseller's services.

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**SECTION 12 –TOLL PRESUBSCRIPTION  
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**SECTION 12 –TOLL PRESUBSCRIPTION, (Cont'd.)****12.1 General**

Toll presubscription is a procedure whereby an end user or a Pay Telephone Service Provider may select and designate a Toll Provider (TP) to access toll calls without dialing an access code. The end user or Pay Telephone service Provider may designate a TP for intraLATA toll, a different carrier for interLATA toll, or the same carrier for both. This TP is referred to as the end user or Pay Telephone Service Provider preferred toll carrier (PIC).

Each carrier will have one or more access codes assigned to it for various types of service. When an end user or Pay Telephone Service Provider selects a carrier as its preferred toll carrier for a telephone line, only one access code of that carrier may be incorporated into the switching system of the Telephone Company permitting access to that carrier from that telephone line by the end user or Pay Telephone e Provider without dialing an access code. Should the same end user or Pay Telephone Service Provider wish to use other code dependent services of the same carrier, it will be necessary for the end user to Pay Telephone Service Provider to dial the necessary access code(s) to reach that carrier's other service(s).

A TP must use Feature Group D (FGD) Switched Access Service to qualify as a toll provider. All TPs must submit a Letter of Intent (LOI) to the Telephone Company at least forty-five days prior to the date on which the carrier proposes to begin participating in toll presubscription.

Selection of a TP by an end user or Pay Telephone Service Provider is subject to the terms and conditions in 12.2 following.

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Lumos Networks, LLC  
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**SECTION 12 –TOLL PRESUBSCRIPTION, (Cont'd.)****12.2 Presubscription Change Application****12.2.1 Initial Free Presubscription Choice for New Users**

New end users or Pay Telephone Service Providers will be asked to select a primary TP when they place an order for Telephone company Exchange Service. If a customer cannot decide upon a toll carrier at the time, the customer will have thirty (30) calendar days following completion of the service request to make a PIC choice without charge. In the interim, the customer will be assigned a “No-PIC” and will have to dial an access code to make toll calls. The free selection period available to new end users or Pay Telephone Service Providers is the period within thirty (30) days of installation of the new service.

Initial free selection available to new end user or Pay Telephone Service Providers are:

- Designating a TP as their primary carrier. Thereby requiring no access code to access that TP’s service. Other carriers are accessed by dialing 101-XXXX or other required codes.
- Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all TPs. This choice can be made by directly contacting the Telephone Company.

Following an existing end user’s or Pay Telephone Service Provider’s free selections, any change is subject to a nonrecurring charge, as set forth in 12.6, following.

**12.2.2 Charge for Toll Presubscription**

After expiration of the initial free presubscription choice period for new customers, as specified in 12.2.1, the end user or Pay Telephone Service Provider will be assessed a Toll presubscription charge as specified in 12.6 following.

**12.2.3 Cancellation of Toll Presubscription by a TP**

If a TP elects to discontinue Feature Group D service after implementation of the toll presubscription option, the TP is obligated to contact, in writing, all end users or Pay Telephone Service Providers who have selected the canceling TP as their preferred toll provider. The TP must inform the end users or Pay Telephone Service Providers that it is canceling its Feature Group D service, request that the end user select a new TP and state that the canceling TP will pay the PIC change charge, as provided in 12.6, following. The TP must provide written notification to LUMOS NETWORKS, LLC that this activity has taken place.

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**SECTION 12 –TOLL PRESUBSCRIPTION, (Cont'd.)****12.3 End User/Pay Telephone Service Provider Change Discrepancy**

**12.3.1** When a discrepancy is determined regarding an end user's designation of a preferred toll carrier, the following applies depending upon the situation described:

A signed letter of authorization takes precedence over any order other than subsequent, direct customer contact with the Company.

When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date determines customer choice.

**12.3.2 Verification of Orders for Telemarketing**

No TP shall submit to the Company a PIC change order generated by outbound telemarketing unless, and until, the order has first been confirmed in accordance with the following procedures:

- .1** The TP has obtained the Customer's written authorization to submit the order that explains what occurs when a PIC is changed and confirms:
  - the customer's billing name and address and each telephone number to be covered by the PIC change order;
  - the decision to change the PIC to the TP, and
  - the customer's understanding of the PIC change fee; or
- .2** The TP has obtained the customer's electronic authorization, placed from the telephone number(s) on which the PIC is to be changed, to submit the order that confirms the information described in .1, preceding, to confirm the authorization; or
- .3** An appropriately qualified and independent third party operating in a location physically separate from the outbound telemarketing representative has obtained the customer's oral authorization to submit the PIC change order that confirms and includes appropriate verification data (e.g., the customer's date of birth or social security number).

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**SECTION 12 –TOLL PRESUBSCRIPTION, (Cont'd.)****12.4 PIC Switchback Options****12.4.1 Customer Denies Requesting Change of TP**

When the Company is contacted by an end user who denies requesting a PIC change, the end user will be credited the charge assessed for the disputed change in carrier, and will be switched back to the previous TP at no charge.

The TP is in no way relieved of the FCC requirements for:

- a. Verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or
- b. Instituting steps to obtain verification of orders submitted to LUMOS NETWORKS, LLC.

In addition, the end user has the option of initiating a complaint to the FCC or the Public Service Commission concerning unauthorized changes in carrier. The complaint may be issued in writing to the Kentucky Public Service Commission, 211 Sower Boulevard, Frankfort, Kentucky 40602

**12.4.2 Customer Requests Switchback to Previous TP PIC**

When the Company is notified via a call from the customer, where the end user is not denying the authenticity of the most recent change to the current PIC, the Company will change the customer's TP to the previous PIC. The customer will be billed the PIC charge as specified in 12.6, following.

**12.5 PIC Freeze Option**

A PIC Freezes Option is available to Customers who wish to "freeze" their PIC in an effort to prevent unwanted PIC changes. The customer must notify the Company and sign a PIC Freeze Authorization Form that notes the carrier that the freeze applies to as well as a Personal Identification Number (PIN) or Password the customer may use to "lift" the freeze when the customer chooses to make a change. The customer may also "lift" the freeze by using a three-way call between the carrier, the customer and the Company. If the Customer changes the PIC, a new form will need to be completed and maintained without charge to the Customer.

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SECTION 12 –TOLL PRESUBSCRIPTION, (Cont'd.)

12.6 Rates and Charges

Charge for TP Carrier Change, per change, per line:	\$5.00
Charge for Switchback Carrier Change, per change, per line:	\$5.00

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