

March 31, 2014

Jeff Derouen  
Executive Director  
Kentucky Public Service Commission  
211 Sower Blvd.  
Frankfort, KY 40602

RECEIVED  
MAR 31 2014  
PUBLIC SERVICE  
COMMISSION

Dear Mr. Derouen:

The purpose of this advice letter is to cancel in its entirety Qwest Communications Company, LLC d/b/a CenturyLink QCC P.S.C. Kentucky No. 4.

This tariff contains competitive local exchange services and QCC has no customers who subscribe to the services offered in this tariff.

QCC respectfully requests the Kentucky Public Service Commission consider this tariff withdrawn and cancelled effective April 1, 2014.

If you have any questions regarding this matter, you may call me at (303) 992-5836.

Respectfully submitted,



Sharon Alvarado

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KY2014-003



**LOCAL EXCHANGE SERVICE**

LOCAL EXCHANGE SERVICE

Qwest Communications Company, LLC d/b/a CenturyLink QCC

(T)

whether offered under that name, or the trade or brand name CenturyLink

(N)

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO LOCAL EXCHANGE SERVICE  
WITHIN THE STATE OF KENTUCKY**

Services, rates, terms and conditions contained in this tariff on or before March 1, 2007, are grandfathered as of that date, and exist only to the extent necessary to describe the services, rates, terms and conditions for customers who subscribed to service under this tariff prior to March 1, 2007. Existing customers may continue service as long as they remain at their current location(s).

**ADOPTION NOTICE**

Effective April 1, 2011, Qwest Communications Company, LLC registered the fictitious name CenturyLink QCC. Effective August 8, 2011, Qwest Communications Company, LLC began operating under the name CenturyLink QCC. As such, Qwest Communications Company, LLC d/b/a CenturyLink QCC hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, all schedules, rules, notices, concurrences, schedule agreements, divisions, authorities or other instruments whatsoever, filed with the Kentucky Public Service Commission, by or adopted by Qwest Communications Company, LLC between January 2, 2009 and August 8, 2011.

(N)  
(T)

By this notice, Qwest Communications Company, LLC d/b/a CenturyLink QCC also adopts and ratifies all supplements or amendments to any of the above schedules, etc., which Qwest Communications Company, LLC has heretofore filed with said Commission.

(T)

ISSUED: July 22, 2011

EFFECTIVE: August 8, 2011

ISSUED BY: Rick Gutierrez  
Regulatory Operations Manager  
1801 California Street  
Denver, CO 80202



**LOCAL EXCHANGE SERVICE**

CHECK SHEET

The following sheets inclusive of this tariff are effective as of the date shown at the bottom of the respective sheets. Original and revised sheets 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.

<u>Page</u>	<u>Revision No.</u>	<u>Page</u>	<u>Revision No.</u>	<u>Page</u>	<u>Revision No.</u>
Title Page	3rd Revised *	Section 2 (Cont'd)		Section 3 (Cont'd)	
1	8th Revised *	12	Original	13	Original
2	Original	13	Original	14	Original
3	Original	14	Original	15	Original
4	Original	15	Original	16	Original
5	3rd Revised *	16	Original	17	Original
		17	Original	18	Original
Section 1		18	Original	19	Original
1	Original	19	Original	20	Original
2	Original	20	Original		
3	1st Revised	21	Original	Section 4	
4	Original	22	Original	1	Original
5	Original	23	Original		
6	Original	24	Original	Section 5	
		25	Original	1	Original
Section 2					
1	Original			Section 6	
2	Original	Section 3		1	Original
3	Original	1	Original		
4	Original	2	Original	Section 7	
5	Original	3	Original	1	Original
6	Original	4	Original	2	Original
7	Original	5	Original		
8	Original	6	Original		
9	Original	7	2nd Revised		
10	Original	8	4th Revised		
11	Original	9	1st Revised		
		10	Original		
		11	Original		
		12	Original		

\* New or revised page.

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**LOCAL EXCHANGE SERVICE**

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ISSUED BY: Jeffrey P. Wirtzfeld  
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1801 California Street  
Denver, CO 80202

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**LOCAL EXCHANGE SERVICE**

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**LOCAL EXCHANGE SERVICE**

EXPLANATION OF SYMBOLS, REFERENCE 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 regulation.
- D - To signify discontinued rate or regulation.
- I - To signify increased rate.
- M - To signify a move in the location of text.
- N - To signify new rate or regulation.
- R - To signify reduced rate.
- S - To signify reissued matter.
- T - To signify a change in text but no change in rate or regulation.

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**LOCAL EXCHANGE SERVICE**

APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications service by Qwest Communications Company, LLC, d/b/a CenturyLink QCC to customers within the local exchange service area defined herein. The regulated services offered herein by Qwest Communications Company, LLC, d/b/a CenturyLink QCC, whether under that name, or the trade or brand name CenturyLink, are subject to the terms and conditions of this Tariff.

(T)

Qwest Communications Company, LLC, d/b/a CenturyLink QCC's representative and the number by which he can be contacted is

Rick Gutierrez, Regulatory Operations Manager, Public Policy  
(303) 992-5828

(T)

Contact information for the Kentucky Public Service Commission is

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

502-564-3940 or, toll-free, 1-800-772-4636

Services, rates, terms and conditions contained in this tariff on or before March 1, 2007, are grandfathered as of that date, and exist only to the extent necessary to describe the services, rates, terms and conditions for customers who subscribed to service under this tariff prior to March 1, 2007. Existing customers may continue service as long as they remain at their current location(s).

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## LOCAL EXCHANGE SERVICE

### SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

#### Account Codes

Allows a Customer to allocate local calls to a 4-digit, verified and non-verified account code.

#### Advanced Payment

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

#### Alternate Answering

In the event that the called telephone number is not answered within three to four rings, this feature automatically forwards incoming calls to a predetermined, dialable telephone number served by the same Central Office switch, or provides interswitch transfer to a predetermined, dialable telephone number where technically available.

#### Answer Supervision

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

#### 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 or omissions, to use local exchange telephone service.

#### Automatic Callback

The telephone number associated with the last incoming call to the customer may be automatically redialed. Activation must occur before another incoming call or a call waiting indication is received by the customer.

#### Business Service

A switched network service that provides for dial Station Communications origination for which the subscriber pays a rate that is described as a business or commercial rate.

#### Busy Line Transfer

In the event that the called telephone number is busy, this feature automatically forwards incoming calls to a predetermined, dialable telephone number served by the same Central Office switch, or provides interswitch forwarding to a predetermined, dialable telephone number where technically available.

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## LOCAL EXCHANGE SERVICE

### SECTION 1 - DEFINITIONS (Continued)

#### Call Forward Busy

Automatically routes incoming calls to a designated answering point when the called line is busy.

#### Call Forward No Answer

Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

#### Call Forward Variable

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

#### Call Hold

Allows the Customer to hold one call for any length of time provided that neither party goes On Hook.

#### Call Number Delivery Blocking

Blocks the delivery of the number to the called party on a per call basis.

#### Call Park

Allows a Customer to Apark@ a call against their directory number within the business group and Aunpark@ the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

#### Call Pickup

Allows a Customer to answer incoming calls to another Station line within a defined call Pickup group. Call Pickup is provided as either Group Call Pickup, where the pre-designated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.

#### Call Screening

Allows the Customer to avoid the receipt of certain unwanted calls by programming the line to recognize and screen up to 10 different telephone numbers, whether or not the number is known. Calls from the screened numbers will be diverted to a recorded message which states that calls are not being accepted at this time.

#### Call Trace

Automatically traces the number of the line used for the last call received by the User.

#### Call Waiting

Provides the Customer 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.

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## LOCAL EXCHANGE SERVICE

### SECTION 1 - DEFINITIONS (Continued)

Call Waiting Cancel

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

Caller ID

Allows the Customer to view the telephone number of an incoming call, prior to answering the call.

Caller ID with Name

Allows the Customer to view both the listed name and the telephone number of an incoming call, prior to answering the call.

Class of Service (COS)

Used to prevent a Station from dialing certain codes and numbers.

Commission

Kentucky Public Service Commission.

Company

Qwest Communications Company, LLC

(T)

Customer

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

Customer Control Option

There are two distinct options - one associated with Busy Line Transfer and the other with Alternate Answering. Each of these options will allow the customer to activate/deactivate the associated feature and to change the telephone number to which calls are set to forward.

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 Stations, by-passing a central answering point.

Direct Connect

Allows for automatic dialing of a single fixed telephone number from an exchange line.

Distinctive Ringing

Allows the Customer to designate up to ten telephone numbers for which incoming calls will have a distinctive ring.

Dual Tone Multi-Frequency (DTMF)

The pulse type employed by tone dial Station sets.

ISSUED: January 6, 2009

EFFECTIVE: January 7, 2009

ISSUED BY: Jeffrey P. Wirtzfeld  
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1801 California Street  
Denver, CO 80202

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## LOCAL EXCHANGE SERVICE

### SECTION 1 - DEFINITIONS (Continued)

#### Easy Call

This feature provides for the automatic dialing of a dialable, telephone number consisting of seven or more digits in the event that the customer's line is taken off-hook and dialing does not commence within a predetermined interval, usually seven seconds.

#### Individual Case Basis

A service arrangement in which the regulations, 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.

#### LATA (Local Access Transport Area)

A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No.17-49, within which a local exchange carrier provides communications services.

#### 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

A company that furnishes exchange telephone service.

#### Mbps

Megabits, or millions of bits, per second.

#### 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.

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## LOCAL EXCHANGE SERVICE

### SECTION 1 - DEFINITIONS (Continued)

#### 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.

#### Multi Ring Service

Allows the customer to have as many as three telephone numbers associated with a single line. Distinctive ringing will be provided for each of the additional telephone numbers to facilitate identification of incoming calls.

#### Non-Recurring Charges

The on-time initial 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.

#### Off-Hook

The term Aoff-hook@ denotes the active condition of a telephone exchange service line.

#### On-Hook

The term Aon-hook@ denotes the idle condition of a telephone exchange service line.

#### Presubscription-2 (PIC-2)

An arrangement whereby a Customer may select and designate to the Company an Interexchange Carrier it wishes to access, without an access code, for completing intraLATA toll calls. The selected Interexchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC-2). InterLATA Presubscription is offered pursuant to QCC's Rates and Services Schedule No. 8.

#### Public Service Commission (PSC)

Kentucky Public Service Commission.

#### Repeat Dialing

The telephone number associated with the last outgoing call placed by the customer may be automatically redialed. Activation must occur before another outgoing call is placed by the customer.

#### Recurring Charges

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

#### Remote Call Forwarding (RCF)

All calls dialed to a telephone number equipped for RCF are automatically forwarded to another dialable exchange or 800 Service telephone number.

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## LOCAL EXCHANGE SERVICE

### SECTION 1 - DEFINITIONS (Continued)

#### Service Commencement Date

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

#### Service Order

The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing 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, but the duration of the service is calculated from the Service Commencement Date.

#### Services

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

#### Shared Facilities

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

#### Special Delivery Feature

When encountering a busy or don't answer condition on outgoing calls, the calling party may be automatically forwarded to a predetermined, dialable telephone number served by the same or a different Central Office switch, where facilities permit.

#### Speed Calling

Provides a Customer with the option to call other telephone numbers by dialing a code rather than the complete telephone number. The repertory list for such telephone numbers is available in an 8 or 30 number capacity.

#### Station

Telephone equipment from or to which calls are placed.

#### Three-Way Calling

The Customer can sequentially call up to two other people and add them together to make up a three-way call.

#### Trunk

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

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**LOCAL EXCHANGE SERVICE**

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

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.

2.1.2 Shortage of Equipment or Facilities

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 the facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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**LOCAL EXCHANGE SERVICE**

SECTION 2 - REGULATIONS (Continued)

2.1 Undertaking of the Company (Continued)

2.1.3 Terms and Conditions

- 2.1.3.1 Except as otherwise provided herein, service is provided on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
- 2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.
- 2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- 2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Kentucky without regard for the State's choice of laws provision.
- 2.1.3.5 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. If a change is made, the Company will provide all affected Customers with notice prior to the change becoming effective.
- 2.1.3.6 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 pursuant to Section 2.1.3.7 below.
- 2.1.3.7 The Customer agrees to return to the Company all Company-provided equipment delivered to the Customer within five (5) days of the 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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## LOCAL EXCHANGE SERVICE

### SECTION 2 - REGULATIONS (Continued)

#### 2.1 Undertaking of the Company (Continued)

##### 2.1.4. Liability of the Company

- 2.1.4.1 The liability of the Company for damages arising out of the furnishing of its Service, including but not limited to mistakes, omissions, interruption, delay, or errors, or other defects, representations, or use of these services or damages arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6, 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, lost profits, 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.
- 2.1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damage 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 of restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.
- 2.1.4.3 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; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any 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.
- 2.1.4.4 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 common carriers or warehousemen.

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ISSUED BY: Jeffrey P. Wirtzfeld  
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Denver, CO 80202

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**LOCAL EXCHANGE SERVICE**

SECTION 2 - REGULATIONS (Continued)

2.1 Undertaking of the Company (Continued)

2.1.4. Liability of the Company (Continued)

- 2.1.4.5 The Company shall not be liable for any damages or losses due to the fault of negligence of the Customer or due to the failure of malfunction of Customer-provided equipment or facilities.
- 2.1.4.6 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 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.
- 2.1.4.7 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.
- 2.1.4.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.2, 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 of 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, 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.
- 2.1.4.9 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 Customer for the specific services giving rise to the claim, and no such action or proceeding against the Company shall be commenced more that one year after the service is rendered.

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**LOCAL EXCHANGE SERVICE**

SECTION 2 - REGULATIONS (Continued)

2.1 Undertaking of the Company (Continued)

2.1.4 Liability of the Company (Continued)

- 2.1.4.10 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.
- 2.1.4.11 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.
- 2.1.4.12 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, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.
- 2.1.4.13 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, or materials and supplies, for interconnection of 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 system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 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.

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**LOCAL EXCHANGE SERVICE**

SECTION 2 - REGULATIONS (Continued)

2.1 Undertaking of the Company (Continued)

2.1.4 Liability of the Company (Continued)

2.1.4.14 With respect to Emergency Number 911 Service:

- (a) 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.
  
- (b) The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 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 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 agents of any one of them.

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## LOCAL EXCHANGE SERVICE

### SECTION 2 - REGULATIONS (Continued)

#### 2.1 Undertaking of the Company (Continued)

##### 2.1.4 Liability of the Company (Continued)

- 2.1.4.15 The Company's liability arising from errors or omissions in Directory Listings, other than charged listing, shall be limited to the amount of actual impairment of 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.
- 2.1.4.16 In conjunction with a non-published telephone number, as described in Section 3.4.5.3, 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.
- 2.1.4.17 When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 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 responsible for the Emergency 911 Service, upon request of such governmental authority. By subscribing to service under this tariff Customer acknowledges and agrees with the release of information as described above.
- 2.1.4.18 In conjunction with the Busy Line Verification and Interrupt Service as described in Section 3.3.2, 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.
- 2.1.4.19 The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

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**LOCAL EXCHANGE SERVICE**

SECTION 2 - REGULATIONS (Continued)

2.1 Undertaking of the Company (Continued)

2.1.5 Notification of Service-Affecting Activities

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

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## LOCAL EXCHANGE SERVICE

### SECTION 2 - REGULATIONS (Continued)

#### 2.1 Undertaking of the Company (Continued)

##### 2.1.6 Provisions of Equipment and Facilities

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

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

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

2.1.6.4 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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**LOCAL EXCHANGE SERVICE**

SECTION 2 - REGULATIONS (Continued)

2.1 Undertaking of the Company (Continued)

2.1.7 Non-routine Installation

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

2.1.8 Ownership of Facilities

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

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## LOCAL EXCHANGE SERVICE

### SECTION 2 - REGULATIONS (Continued)

#### 2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

#### 2.3 Obligations of the Customer

##### 2.3.1 General

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer'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.
- (c) 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, at the level of heating and air conditioning necessary to maintain the proper operating environment of such premises.

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**LOCAL EXCHANGE SERVICE**

SECTION 2 - REGULATIONS (Continued)

2.3 Obligations of the Customer (Continued)

2.3.1 General (Continued)

- (d) 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 Section 2.3.1 (c). 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 any order for service;
- (e) 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;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1 (d); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

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**LOCAL EXCHANGE SERVICE**

SECTION 2 - REGULATIONS (Continued)

2.3 Obligations of the Customer (Continued)

2.3.1 General (Continued)

- (g) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company the Customer. No allowance for interruptions in service will be made for the period during which services is interrupted for such purpose.

2.3.2 Claims

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

- (a) any loss, destruction of damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees or either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and Company or this tariff.

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## LOCAL EXCHANGE SERVICE

### SECTION 2 - REGULATIONS (Continued)

#### 2.4 Customer Equipment and Channels

##### 2.4.1 General

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

##### 2.4.2 Station Equipment

2.4.2.1 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 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.

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or 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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## LOCAL EXCHANGE SERVICE

### SECTION 2 - REGULATIONS (Continued)

#### 2.4 Customer Equipment and Channels (Continued)

##### 2.4.3 Interconnection of Facilities

- 2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Local Exchange Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 2.4.3.2 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.
- 2.4.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

##### 2.4.4 Inspections

- 2.4.4.1 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 requirements set forth in Section 2.4.2.2 for the installations, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon a request from the Customer 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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**LOCAL EXCHANGE SERVICE**

SECTION 2 - REGULATIONS (Continued)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 60 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company non-recurring charge is specific, those charges may be passed on to the Customer.

2.5.1.1 Taxes<sup>1</sup>

The customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income, imposed on or based upon the provision, sale or use of Local Services. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions.

2.5.1.1.1 Other Charges

If an entity other than the Company (e.g. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's non recurring charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

Pending the conclusion of any challenge to a jurisdiction's or other entity's right to impose a gross receipts or other tax or other charge, the Company may elect to impose and collect a surcharge covering such taxes or other charges, unless otherwise constrained by court order or direction, or it may elect not to impose and collect the surcharge. If it has collected a surcharge and the challenged tax or charge is found to have been invalid and unenforceable, the Company will credit or refund such amounts to affected customers (less its reasonable administrative costs), if the funds collected were retained by the Company or if they were delivered over to the taxing jurisdiction or charging entity and returned to the Company.

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**LOCAL EXCHANGE SERVICE**

SECTION 2 - REGULATIONS (Continued)

2.5 Payment Arrangements (Continued)

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

2.5.2.1 All service, installation, monthly recurring, and non-recurring charges are due and payable upon receipt.

2.5.2.2 The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which such service is provided.

2.5.2.3 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 rated basis. For this purpose every month is considered to have 30 days.

2.5.2.4 Amounts not paid within 30 days after the date of invoice will be considered past due. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within 8 mailing days after written notice or 5 days after personal delivery thereof and to make such payments in cash or the equivalent of cash.

2.5.2.5 A check return charge of \$20.00 will be assessed for checks with insufficient funds or non-existing accounts.

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**LOCAL EXCHANGE SERVICE**

SECTION 2 - REGULATIONS (Continued)

2.5 Payment Arrangements (Continued)

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 60 days of receipt of the 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 Kentucky Public Service Commission in accordance with the PSC's rules of procedure.

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Advance Payments

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

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## LOCAL EXCHANGE SERVICE

### SECTION 2 - REGULATIONS (Continued)

#### 2.5 Payment Arrangements (Continued)

##### 2.5.5 Deposits

2.5.5.1 Applicants for service or any existing Customer whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- (a) two month's charges for service or facility which has a minimum payment period of one month; or
- (b) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in event that a termination charge is applicable.

In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

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

2.5.5.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

2.5.5.4 Deposits held for business customers will accrue simple interest at a rate of six percent (6%) annually, unless a different rate has been established by the appropriate legal authority in the jurisdiction in which the QCC service in question is provided. Interest is credited to the customer annually, or upon termination of the service, or upon return of the deposit by the Company.

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## LOCAL EXCHANGE SERVICE

### SECTION 2 - REGULATIONS (Continued)

#### 2.5 Payment Arrangements (Continued)

##### 2.5.6 Discontinuance of Service

2.5.6.1 Upon non-payment of any amounts owing to the Company, the Company may, by giving five days' prior written notice served personally upon the Customer; eight days written notice in postpaid wrapper; or five days after the Customer signs or refuses a registered letter containing written notice, suspend service without incurring any liability.

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

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

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

2.5.6.5 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 service without incurring any liability.

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## LOCAL EXCHANGE SERVICE

### SECTION 2 - REGULATIONS (Continued)

#### 2.5 Payment Arrangements (Continued)

##### 2.5.6 Discontinuance of Service (Continued)

2.5.6.6 The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability.

2.5.6.6.1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.6.6.1 (a-f) if:

- (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
- (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
- (c) The Customer has been given written notices as described in Section 2.5.6.1 by the Company of any past due amount (which remains unpaid in whole or part) for any of the Company's other common carrier communications services to which the Customer either subscribes or has subscribed to used; or
- (d) 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:
  - (d.1) Using or attempting to use service by rearranging, tampering with, or making connection to the Company's service not authorized by this tariff; or
  - (d.2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
  - (d.3) Any other fraudulent means or devices; or
- (e) Use of service in such a manner as to interfere with the services of other users; or
- (f) Use of service for unlawful purposes.

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## LOCAL EXCHANGE SERVICE

### SECTION 2 - REGULATIONS (Continued)

#### 2.5 Payment Arrangements (Continued)

##### 2.5.6 Discontinuance of Service (Continued)

###### 2.5.6.6 (Continued)

- 2.5.6.6.2 Immediately upon written notice to the Customer of any sum thirty (30) days past due;
  - 2.5.6.6.3 Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5; or
  - 2.5.6.6.4 Ten (10) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within the ten (10) day period; or
  - 2.5.6.6.5 Upon five (5) days written notice, excluding Sundays and holidays, for non-payment of a bill for service.
- 2.5.6.7 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 service(s) furnished during the time of or up to suspension or discontinuance.
- 2.5.6.8 Upon the Company's discontinuance of service to the Customer under Section 2.5.6.1 or 2.5.6.2, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

##### 2.5.7 Interest on Customer Overpayments

A Customer who makes a payment to the Company in excess of the correct charge for telephone service, which overpayment was caused by erroneous billing by the Company, shall be paid interest on the amount of the overpayment. The rate of interest on such amount shall be the greater of the unadjusted Customer deposit rate or the applicable late payment rate. The interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit or late payment charge rates and compounded monthly until the date when the overpayment is refunded. No interest will be paid on Customer overpayments that are refunded within 30 days after such overpayment is received by the Company.

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**LOCAL EXCHANGE SERVICE**

SECTION 2 - REGULATIONS (Continued)

2.6 Allowances for Interruptions in Service

2.6.1 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 pro-rata basis against the rates 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.

2.6.2 Limitations on Allowances No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
- (b) interruptions due to the negligence of any person other than the Company including, but not limited to, the Customer or other common carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) 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;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) interruption of service due to circumstances or causes beyond the control of the Company.

2.6.3 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 services used.

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## LOCAL EXCHANGE SERVICE

### SECTION 2 - REGULATIONS (Continued)

#### 2.7 Cancellation of Service

##### 2.7.1 Cancellation of Applications for Service

2.7.1.1 Unless the Company breaches its obligations, applications for service are noncancellable after 48 hours, unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

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

2.7.1.3 The special charges described in Sections 2.7.1.1 and 2.7.1.2 herein, will be calculated and applied on a case-by-case basis.

##### 2.7.2 Cancellation of Service by the Customer

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

- 1) all non-recurring charges reasonably expended by the Company to establish service to Customer, plus
- 2) any disconnection, early cancellation or termination charges reasonable incurred and paid to third parties by Company on behalf of Customer, plus
- 3) all recurring charges specified in the applicable Service Order tariff for the balance of the then current term.

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## LOCAL EXCHANGE SERVICE

### SECTION 2 - REGULATIONS (Continued)

#### 2.8 Transfers and Assignments

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

#### 2.9 Notices and Communications

- 2.9.1 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.
- 2.9.2 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.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communications, or bill with the US Mail or a private delivery service prepaid and properly addressed, or when actually received or refused by the Addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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**LOCAL EXCHANGE SERVICE****SECTION 3 - BUSINESS SERVICE OFFERING****3.1 Local Exchange Service**

The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access 911 Emergency Service;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services
- access Directory Assistance for the local calling area;
- place or receive calls to 800 telephone numbers;
- access Telecommunication Relay Service

The Company's service cannot be used to originate calls to other telephone companies' caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch. If the Customer chooses to have their line unblocked, the Customer will be responsible for all charges associated with caller-paid information services.

3.1.1 Service Area: Where facilities are available, the service area is defined by the following LATA. QCC will only provide Local Service in the regions which are currently served by Bell South of Kentucky:

<u>LATA</u>	<u>Exchange</u>
462	Frankfort Louisville
464	Owensboro
466	Winchester

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**LOCAL EXCHANGE SERVICE**

**SECTION 3 - BUSINESS SERVICE OFFERING (Continued)**

**3.1 Local Exchange Service (Continued)**

3.1.2 Local Line: Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

3.1.2.1 Line Types: Each Local Line Customer may choose from the following line types. All line types include Touch Tone:

- Line - Loop Start
- PBX Trunk - Ground Start
- Direct Inward Dialing (DID) Trunk Termination

3.1.2.2 Optional Features: A Customer may order the following optional features. Business rates are set forth in Section 3.1.2.3.3.

- |                                       |  |
|---------------------------------------|--|
| Call Waiting                          | Distinct Ring                                    |
| Variable Call Forwarding              | Call Blocking                                    |
| Remote Activation of Call Forwarding  | Preferred Call Forwarding                        |
| Remote Call Forwarding                | Anonymous Call Rejection                         |
| Three-Way Calling                     | Call Trace                                       |
| Speed Call 8                          | Message Waiting Indicator                        |
| Speed Call 30                         | Call Forwarding Busy Line                        |
| Transfer Conferencing and Call Pickup | Customer Control of Call Forwarding Busy Line    |
| Caller ID - Deluxe                    | Call Forwarding Don't Answer                     |
| Return Call                           | Customer Control of Call Forwarding Don't Answer |
| Repeat Dialing                        | Ring Control of Call Return                      |
| Select Call Screening                 | Don't Answer                                     |
| Call Selector                         | Caller ID with ACR                               |
| Answer Supervision                    | Caller ID Deluxe without ACR                     |
| Enhanced Caller ID                    | Ring Control of Call Forwarding                  |
| Caller ID Deluxe with ACR             | Don't Answer                                     |
| Speed Call 6                          | Caller ID  |
| User Transfer and Conferencing        | Prestige Service                                 |
| Call Pickup                           | Custom Toll Restriction                          |
| Transfer Conference and Call Hold     |  |
| And Call Hold                         |  |

3.1.2.3 Local Line Rates and Charges: A Local Customer will be charged applicable non-recurring charges, monthly recurring charges and usage charges as set forth below.

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**LOCAL EXCHANGE SERVICE**

SECTION 3 - BUSINESS SERVICE OFFERING (Continued)

3.1 Local Exchange Service (Continued)

3.1.2 Local Line (Continued)

3.1.2.3 Local Line Rates and Charges (Continued)

3.1.2.3.1 Non-Recurring Charges:

<b>Louisville/Frankfort</b>	<b><u>RATE</u></b>
Flat Rated Service:	
Line (Loop Start):	
1st Line	\$73.00
Add'l Line	\$22.00
2-Way Business Line:	
1st Line	\$73.00
Add'l Line	\$22.00
PBX (Ground Start):	
2-Way:	
1st Line	\$73.00
Add'l Line	\$22.00
Outdial Only:	
1st Line	\$73.00
Add'l Line	\$22.00
Inward Only:	
1st Line	\$73.00
Add'l Line	\$22.00
Combo:	
1st Line	\$73.00
Add'l Line	\$22.00
DID Inward:	
1st Line	\$73.00
Add'l Line	\$22.00
Measured Rated Service:	
Line (Loop Start)	\$20.00
PBX (Ground Start):	
First Line	\$20.00
Add'l Lines	\$20.00

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**LOCAL EXCHANGE SERVICE**

SECTION 3 - BUSINESS SERVICE OFFERING (Continued)

3.1 Local Exchange Service (Continued)

3.1.2 Local Line (Continued)

3.1.2.3 Local Line Rates and Charges (Continued)

3.1.2.3.1 Non-Recurring Charges:

<b>Owensboro/Winchester</b>	<u>RATE</u>
Flat Rated Service:	
Line (Loop Start):	
1st Line	\$73.00
Add'l Line	\$22.00
2-Way Business Line:	
1st Line	\$73.00
Add'l Line	\$22.00
PBX (Ground Start):	
2-Way:	
1st Line	\$73.00
Add'l Line	\$22.00
Outdial Only:	
1st Line	\$73.00
Add'l Line	\$22.00
Inward Only:	
1st Line	\$73.00
Add'l Line	\$22.00
Combo:	
1st Line	\$73.00
Add'l Line	\$22.00
DID Inward:	
1st Line	\$73.00
Add'l Line	\$22.00

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**LOCAL EXCHANGE SERVICE**

## SECTION 3 - BUSINESS SERVICE OFFERING (Continued)

3.1 Local Exchange Service (Continued)3.1.2 Local Line (Continued)3.1.2.3 Local Line Rates and Charges (Continued)3.1.2.3.1 Non-Recurring Charges (Continued)

DID Trunk Termination: Inward Only	<u>RATE</u> \$50.00
DID Numbers (20): Working numbers	\$480.00
Reserved numbers	\$480.00
Premise Visit: Initial 15 minutes	\$ 30.00
Each Add'l 15 minute period	\$ 14.00
Move/Change Charge (per Service Order)	\$ 20.00
Secondary Service Charge	\$ 20.00
Service Expedite Charge: Simple Business Line	\$ 35.00
Lines or Trunks Requiring Engineering Design	\$375.00
Dual Tone Multifrequency	\$ 16.00
Automatic Intercept Service	\$ 16.00
Reconnection Charge	\$ 48.00
Line Connection Charge: First Line	\$ 73.00
Each Add'l Line	\$ 22.00
Line Change Charge: First Line	\$ 48.00
Each Add'l Line	\$ 14.00
Telephone Number Change Charge	\$ 47.00

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**LOCAL EXCHANGE SERVICE**

SECTION 3 - BUSINESS SERVICE OFFERING (Continued)

3.1 Local Exchange Service (Continued)

3.1.2 Local Line (Continued)

3.1.2.3 Local Line Rates and Charges (Continued)

3.1.2.3.2 Recurring Charges:

<b>Louisville/Frankfort</b>	<u>RATE</u>
Flat Rated Service:	
Line (Loop Start)	\$40.36
2-Way Business Line	\$40.36
PBX (Ground Start):	
2-Way	\$43.19
Outdial Only	\$43.19
Inward Only	\$43.19
Combo	\$43.19
DID Inward	\$43.19
Measured Rated Service:	
Line (Loop Start)	\$35.75
PBX (Ground Start):	
2-Way	\$35.75
Outdial Only	\$35.75
Flat Rated Service:	
Hunting/Rollover Service	\$ 5.70

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**LOCAL EXCHANGE SERVICE**

SECTION 3 - BUSINESS SERVICE OFFERING (Continued)

3.1 Local Exchange Service (Continued)

3.1.2 Local Line (Continued)

3.1.2.3 Local Line Rates and Charges (Continued)

3.1.2.3.2 Recurring Charges:

**Owensboro**

RATE

Flat Rated Service:

Line (Loop Start) \$33.35

2-Way Business Line \$33.35

PBX (Ground Start):

2-Way \$33.35

Outdial Only \$33.35

Inward Only \$33.35

Combo \$33.35

DID Inward \$33.35

Hunting/Rollover Service \$14.75

**Winchester**

Flat Rated Service:

Line (Loop Start) \$35.90

2-Way Business Line \$35.90

PBX (Ground Start):

2-Way \$35.90

Outdial Only \$35.90

Inward Only \$35.90

Combo \$35.90

DID Inward \$35.90

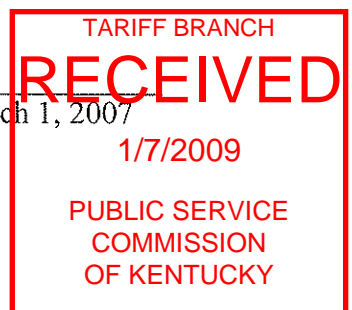
Hunting/Rollover Service \$18.50 (I)

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**LOCAL EXCHANGE SERVICE**

SECTION 3 - BUSINESS SERVICE OFFERING (Continued)

3.1 Local Exchange Service (Continued)

3.1.2 Local Line (Continued)

3.1.2.3 Local Line Rates and Charges (Continued)

3.1.2.3.2 Recurring Charges (Continued)

	<u>RATE</u>	
DID Trunk Termination: Inward Only	\$26.00	
DID Numbers (20):		
Working numbers, each	\$ 3.40	
Reserved numbers, each	\$ 3.40	
Touch Tone	\$ 3.00	
Line Maintenance Program (per line)	\$ 2.20	
Multifrequency (MF) Pulsing	\$ 7.50	
Telecom Relay Service Fund	\$ 0.02	
Telecommunications Access Program (TAP)	\$ 0.02	(T) (T)
Trouble Determination Charge	\$ 0.25	
DTMF Pulsing Option	\$ 7.50	
Kentucky Lifeline Support (per line)	\$ 0.08 (I)	

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ISSUED BY: Jeffrey P. Wirtzfeld  
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<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>	
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>	
TARIFF BRANCH	
EFFEC	<i>Brent Kirtley</i> 010
EFFECTIVE <b>7/1/2010</b>	
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	



**LOCAL EXCHANGE SERVICE**

SECTION 3 - BUSINESS SERVICE OFFERING (Continued)

3.1 Local Exchange Service (Continued)

3.1.2 Local Line (Continued)

3.1.2.3 Local Line Rates and Charges (Continued)

3.1.2.3.2 Recurring Charges (Continued)

Mileage Zone Charges for Local Service Outside the Base Rate Area

A business which is beyond the Base Rate Area Boundary will be charged a monthly fee for calls made based on mileage from the nearest point on the Base Rate Boundary.

**BAND ZONE CHARGES:** The following zone charges apply in all exchanges or Locality Rate Areas in connection with service located outside the Base Rate Areas of exchanges or Locality Rate Areas but within the exchange or Locality Rate Area and are in addition to the basic rate for service.

	<u>RATE</u>
1. Up to and including one mile:	
Individual Line	\$1.30
PBX Trunk	\$1.30
2. Beyond 1 mile up to and including 2 miles:	
Individual Line	\$2.60
PBX Trunk	\$2.60
3. Beyond 2 miles up to and including 4 miles:	
Individual Line	\$6.20 (I)
PBX Trunk	\$6.20 (I)
4. Beyond 4 miles up to and including 7 miles:	
Individual Line	\$6.20 (I)
PBX Trunk	\$6.20 (I)
5. Beyond 7 miles:	
Individual Line	\$6.20 (I)
PBX Trunk	\$6.20 (I)

**GEOGRAPHIC ZONE CHARGES:** The following charges apply in lieu of those above and when service is outside the Base Rate Area in addition to the basic rate for service.

Individual Line or PBX Trunk:	
Zone A	\$1.30
Zone B	\$2.60
Zone C	\$6.20 (I)

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**LOCAL EXCHANGE SERVICE**

SECTION 3 - BUSINESS SERVICE OFFERING (Continued)

3.1 Local Exchange Service (Continued)

3.1.2 Local Line (Continued)

3.1.2.3 Local Line Rates and Charges (Continued)

3.1.2.3.3 Optional Features: New local customers initially ordering any of these features will not be billed an installation charge. A subsequent change order to add additional features will incur a \$20.00 per line installation fee. The monthly charge will be billed on a per line, per month basis, unless otherwise indicated.

	<u>MONTHLY CHARGE</u>	<u>NON- RECURRING CHARGE</u>
Call Waiting	\$ 3.80	
Variable Call Forwarding	\$ 3.75	
Remote Activation of Call Forwarding	\$ 7.75	
Remote Call Forwarding	\$18.50	\$14.50
Remote Call Forwarding-Add'l Capacity	\$18.50	
Three-Way Calling	\$ 3.75	
Three-Way Calling (per occurrence)	\$ 0.50	
Speed Call 6	\$ 3.75	
Speed Call 8	\$ 3.75	
Speed Call 30	\$ 4.75	
Caller ID	\$ 7.50	
Caller ID Deluxe	\$10.00	
Caller ID with ACR	\$15.95	
Enhanced Caller ID	\$15.95	
Caller ID Deluxe with ACR	\$10.00	
Caller ID Deluxe without ACR	\$10.00	
Return Call	\$ 4.50	
Return Call (per occurrence)	\$ 0.50	
Repeat Dialing	\$ 4.50	
Repeat Dialing (per occurrence)	\$ 0.50	
Call Screen (Line)	\$ 1.25	
Call Screen (PBX Trunk)	\$ 8.15	
Call Selector	\$ 4.50	
Answer Supervision	\$ 2.33	\$ 2.00

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**LOCAL EXCHANGE SERVICE**

## SECTION 3 - BUSINESS SERVICE OFFERING (Continued)

3.1 Local Exchange Service (Continued)3.1.2 Local Line (Continued)3.1.2.3 Local Line Rates and Charges (Continued)3.1.2.3.3 Optional Features (Continued)

	<u>MONTHLY CHARGE</u>
Distinct Ring (1 number)	\$ 6.95
Distinct Ring (2 numbers)	\$ 9.95
Call Block	\$ 4.50
Preferred Call Forwarding	\$ 4.50
Anonymous Call Rejection	\$ 4.00
Call Trace	\$ 5.00
Call Trace (per occurrence)	\$ 0.50
Message Waiting Indicator	\$ 0.50
Call Forwarding Busy Line	\$ 3.25
Customer Control of Call	
Forwarding Busy Line	\$ 6.25
Call Forwarding Don't Answer	\$ 3.25
Customer Control of Call Forwarding	
Don't Answer	\$ 6.25
Ring Control of Call Return	
Don't Answer	\$ 3.20
Ring Control of Call Forwarding	
Don't Answer	\$ 3.25
User Transfer and Control	\$ 5.00
Call Pickup	\$ 1.00
Transfer Conference and Call Pickup	\$ 5.50
Transfer Conference and Call Hold	\$ 6.00
Transfer Conference and Call Pickup	
And Call Hold	\$ 7.00
Prestige Service	\$ 5.00
Custom Toll Restriction	\$ 3.75

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**LOCAL EXCHANGE SERVICE**

**SECTION 3 - BUSINESS SERVICE OFFERING (Continued)**

**3.1 Local Exchange Service (Continued)**

**3.1.3 Local and IntraLATA Outbound Usage Rates**

Following are the rates that will apply to all outgoing direct-dialed calls placed to Stations within the caller's Local Calling Area; as defined as the band between 0 to 15 miles. These charges are in addition to the monthly line/trunk rates set forth in Section 3.1.2.3.2.

**3.1.3.1 Per Minute Usage Rate:**

Local:

Flat Rated: If a Customer subscribes to the Flat Rated Service, all calls made within the Local Calling Area will be at no charge.

Untimed Usage: Customers who do not subscribe to the Flat Rated Service, will be charged \$0.11 per local call.

Optional Extended Local Service Area: If a Customer subscribes to the Optional Extended Local; which will extend the Customer's Local Calling Area from a 15 to 55 mile radius, all calls will be charged at the following per minute rates:

<u>DAY</u>	<u>NON-DAY</u>
\$0.070	\$0.035

IntraLATA:

<u>INITIAL 30 SEC.</u>	<u>ADD'L 6 SEC.</u>
\$0.1445	\$0.0289

These rates are applicable from 7:00 a.m. to 6:59 p.m. Mon - Fri.

A thirty percent (30%) discount will apply at all other times.

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**LOCAL EXCHANGE SERVICE**

**SECTION 3 - BUSINESS SERVICE OFFERING (Continued)**

**3.1 Local Exchange Service (Continued)**

**3.1.4 Timing of Local Exchange Calls**

All local calls will be rated in initial sixty (60) second increments with additional sixty (60) second increments.

For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.

For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.

Call timing ends when the calling station Ahangs up@ , thereby releasing the network connection. If the called station Ahangs up@ but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

**3.1.4.1 Time Periods Defined**

Day: 8:00 a.m. to, but not including 5:00 p.m.  
Monday through Friday

Non-Day: 5:00 p.m. to, but not including 8:00 a.m.  
Monday through Friday, all day Saturday  
and Sunday, and all Holidays.

Holidays include New Year's Day, Independence Day, Labor Day, Thanksgiving and Christmas.  
All times refer to local time.

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**LOCAL EXCHANGE SERVICE**

SECTION 3 - BUSINESS SERVICE OFFERING (Continued)

3.3 Operator Assistance

A Customer may obtain the assistance of a local operator to complete local exchange telephone calls in the following manner. Customers will be charged the usage rates specified in Section 3.1.3, in addition to the per call surcharges as specified in Section 3.3.1 below.

Third Number Billed: 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 any 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 assistance of an operator to a particular Station. The call may be billed to the called party.

General Assistance: The Customer has the option to request general information from the operator, such as dialing instructions, country or city codes, area code information and Customer Service 800 Telephone numbers, but does not request the operator to complete a call.

3.3.1 Operator Assisted Surcharges

	<u>PER CALL</u>
Station-to-Station:	
Customer Dialed      Calling Card	\$0.80
Operator Assisted Calling Card	\$0.80
Operator Assisted Sent Paid	\$2.25
Person to Person	\$4.90
Third Number Billed	\$2.25

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**LOCAL EXCHANGE SERVICE**

**SECTION 3 - BUSINESS SERVICE OFFERING (Continued)**

**3.3 Operator Assistance (Continued)**

3.3.2 Busy Line Verification and Interrupt Service: Service is currently not available. Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the customer with the following options:

3.3.2.1 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.

3.3.2.2 Busy Line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates and emergency and requests interruption.

3.3.2.3 Rates: Rates for Busy Line Verification and Interrupt Service will apply under the following circumstances:

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

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

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

Busy Line Verification	\$0.85
Busy Line Interrupt	\$1.25

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### LOCAL EXCHANGE SERVICE

#### SECTION 3 - BUSINESS SERVICE OFFERING (Continued)

##### 3.4 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant local exchange service provided in the Customer's exchange area 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.

3.4.1 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.

3.4.2 The Company may refuse a listing which is known 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 contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonable 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.

3.4.3 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 and respect thereto.

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**LOCAL EXCHANGE SERVICE**

SECTION 3 - BUSINESS SERVICE OFFERING (Continued)

3.4 Directory Listings (Continued)

3.4.4 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.

3.4.5 Directory listings are provided in connection with each Customer service as specified herein.

3.4.5.1 Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.

3.4.5.2 Non-published Listings: Listings that are not printed in directories nor available from Directory Assistance.

A Non-published Telephone Service will be furnished, at the Customer's request, providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.1.4. Rates for Non-published listings are specified in Section 3.4.6.

3.4.5.3 Non-listed Numbers: A Non-listed number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party. Charges for Non-listed numbers are specified in Section 3.4.6.

3.4.5.4 Foreign Listings: Where available, a listing in a telephone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific local exchange carrier providing the Foreign Listing.

3.4.6 Charges: Monthly Recurring Charges associated with Directory Listings are specified below:

	<u>MONTHLY CHARGE</u>
Additional Listing (per listing)	\$1.80
Non-Published Number (per number)	\$2.90
Non-Listed Number (per number)	\$1.80
Alternate Listing	\$1.80
Cross Reference Listing	\$1.80
Special Text Listing	\$1.80
Foreign Listing	\$1.80
Foreign Cross Reference Listing	\$1.80
Foreign Alternate Listing	\$1.80
Foreign Special Text Listing	\$1.80
Client Business Listing	\$1.80
Directory Listing - If no answer	\$1.80
Listing - not in directory or directory assistance	\$2.00

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**LOCAL EXCHANGE SERVICE**

**SECTION 3 - BUSINESS SERVICE OFFERING (Continued)**

3.5 Emergency Services: Both Basic and Enhanced 911 (E911) allow Customers to reach appropriate emergency services including police, fire and medical services. Subject to availability, Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

3.5.1 Charges:

Basic/Enhanced      Pass through of Municipality charge

3.6 Presubscriptions-2 (PIC-2): PIC-2 allows Customers to presubscribe to their carrier of choice for intraLATA calls, without dialing the Access Code. The rates specified below will apply each time the Customer requests a change to their intraLATA PIC, subsequent to the initial designation. InterLATA Presubscription is available pursuant to QCC's Rates and Services Schedule No. 8.

3.6.1 Charges:

PIC Change Charge    \$5.00 per occurrence

3.7 Vanity Telephone Numbers: Service currently not available. At the request of the Customer, the Company may assigned a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number and subject to the terms and conditions set forth in Section 2.1.3.

MONTHLY CHARGE

Vanity Telephone Numbers:      \$3.50

3.8 Telecommunications Relay Service (TRS): Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider(s) to complete such calls.

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**LOCAL EXCHANGE SERVICE**

**SECTION 3 - BUSINESS SERVICE OFFERING (Continued)**

3.9 Management Reporting: Rates for the following management reporting are set forth below:

- 800 Traffic Summary
- Busy Hour Summary
- Busy Day Summary
- Frequently Called Number (Top 10)
- Account Code Summary
- Account Code Detail
- Long Duration Call Sum (Top 10)
- Most Expensive (Top 10)
- International Summary
- BTN Summary by State

3.9.1 Rates:

	<u>MONTHLY CHARGE</u>
800 Traffic Summary	\$ 0.00
Busy Hour Summary	\$ 5.00
Busy Day Summary	\$ 5.00
Frequently Called Number (top 10)	\$ 5.00
Account Code Summary	\$ 5.00
Account Code Detail	\$10.00
Long Duration Call Sum (top 10)	\$ 5.00
Most Expensive (top 10)	\$ 5.00
International Summary	\$ 0.00
BTN Summary by State	\$ 0.00

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**LOCAL EXCHANGE SERVICE**

**SECTION 4 - PROMOTIONAL OFFERINGS**

**4.1 Promotional Offerings**

The Company, from time to time, may make promotional offerings to its service which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made.

**Installation Promotion**

QCC will waive the non-recurring installation charges for customer's converting to QCC's Local Exchange Service, for those services to which they are currently subscribed. For any new service, addition, or change, the appropriate installation charge(s) will apply.

**Optional Features Promotion**

When a customer subscribes to QCC's Local Exchange Service and orders more than one of the following Optional Features, QCC will apply a ten (10) percent discount to the total feature charges:

- |   |                           |
|---|---------------------------|
| Call Waiting                              | Repeat Dialing            |
| Variable Call Forwarding                  | Call Screen               |
| Call Return                               | Call Selector             |
| Remote Call Forwarding                    | Answer Supervision        |
| Three Way Calling                         | Distinctive Ring          |
| Speed Call 8                              | Call Blocking             |
| Speed Call 30                             | Preferred Call Forwarding |
| Caller ID                                 | Anonymous Call Rejection  |
| Caller ID Delux                           | Call Trace                |
| Remote Access to Variable Call Forwarding |                           |

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**LOCAL EXCHANGE SERVICE**

**SECTION 5 - INDIVIDUAL CASE BASE (ICB) ARRANGEMENTS**

**5.1 Individual Case Base (ICB) Arrangements**

Competitive pricing arrangements at negotiated rates may be furnished on an individual case basis (ICB) in response to request by customers to QCC, for proposals or for competitive bids. Service offered under this tariff provision will be provided to the Customer pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

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**LOCAL EXCHANGE SERVICE**

SECTION 6 - RESIDENTIAL SERVICE OFFERING (service currently not available)

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**LOCAL EXCHANGE SERVICE**

**SECTION 7 - INTRALATA TOLL DIALING PARITY PLAN**

**I. PURPOSE**

The intent of this Plan is to provide customers the ability to select the telecommunications carrier of their choice for routing of their intraLATA toll calls.

**II. GEOGRAPHIC AVAILABILITY**

IntraLATA presubscription (ILP) is available in all LATAs where the Company provides it's local resold services within the state. Specifically, ILP will be available in all exchanges of the underlying local exchange carrier where QCC provides local resale services.

**III. IMPLEMENTATION SCHEDULE**

ILP is immediately available in all areas currently served by QCC, or no later than 30 days following approval of the plan by the Commission.

**IV. CARRIER SELECTION PROCEDURES**

QCC will implement the full 2-PIC carrier selection methodology (or the methodology that the underlying carrier QCC resells has implemented). QCC provides its local exchange services on a resold basis using the underlying facilities of local exchange carriers. As such, QCC must submit all interexchange carrier (AIXC@) requests and customer (i.e. end user) requests for ILP to the underlying local exchange carrier for implementation. With the full 2-PIC methodology, customers will be able to presubscribe to one telecommunications carrier for interLATA toll calls and presubscribe to the same or different participating telecommunications carrier, including QCC, for all intraLATA calls.

Accordingly, existing customers may either contact QCC business offices directly to request a change in their ILP carrier, or they may contact their IXC of choice directly, who in turn will contact QCC. Upon receipt of the ILP request, QCC will forward that request to the underlying carrier for processing.

QCC is no longer marketing its resold local exchange services and thus does not anticipate accepting any new resold local exchange customers. However, should a new customer switch to QCC's resold local exchange services, QCC will notify that customer when they sign up that they have the option to select their ILP carrier. Customers who make no PIC will be considered a Ano-PIC@ and will be required to dial an access code to make an intraLATA call.

Customers will be notified that they have a 90-day grace period to make a free intraLATA presubscription selection. New customers or existing customers adding new lines will have 30 days to make a free intraLATA presubscription selection. There will not be a \$5.00 per line charge for initial PIC selections made within the applicable day grace periods.

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**LOCAL EXCHANGE SERVICE**

SECTION 7 - INTRALATA TOLL DIALING PARITY PLAN (Continued)

IV. CARRIER SELECTION PROCEDURES (Continued)

QCC will not market intraLATA PIC freezes before or during the 90-day grace period, but will provide them if requested.

QCC will comply with the FCC and Commission rules regarding PIC freeze removal and verification procedures for PIC change requests. QCC will not impose carrier-to-carrier penalties for unauthorized intraLATA toll provider changes. In addition, QCC will accept three way calls to remove PIC freezes.

V. CUSTOMER EDUCATION/NOTIFICATION

QCC will notify its existing customer base via a bill message and/or bill insert of their ability to choose an ILP carrier with instruction to contact either the IXC directly or the QCC business offices upon approval of this plan by the Commission. Should QCC obtain any new customers, they will be provided this information at the time they sign up for services. As noted in IV. above, customers will be notified of the applicability of all PIC change charges.

VI. CARRIER NOTIFICATION

IXCs will be notified via letter that they must contact QCC directly if an end user using QCC resold local services wishes to change to that IXC. QCC will obtain a list of current IXCs from the Commission for mailing to all currently certificated IXCs.

VII. ACCESS TO OPERATOR SERVICES AND DIRECTORY ASSISTANCE

Access to operator services and directory assistance will be available through the customer's local carrier (QCC), its interLATA carrier or intraLATA carrier. QCC will provide non-discriminatory access to telephone numbers (if applicable), directory assistance (if applicable) and directory listings (if applicable). QCC provides local exchange on a resale basis and is reliant on the underlying carrier for the provision of the services. QCC does not maintain its own telephone number database.

For operator services, customers dial "0" to reach their (in this case the underlying local exchange carrier since QCC is reselling the service) local exchange operator and "00" to reach their interLATA operator. For Directory Assistance, customers dial "411" for access local directory assistance or "1- NPA- 555-1212" to reach their interLATA carrier for directory assistance.

VIII. COST RECOVERY

QCC will not seek any cost recovery for implementation of ILP as it is providing services as a reseller and thus relies on the underlying facilities-based carrier for implementing changes in ILP providers which QCC submits to the underlying carrier. Accordingly, QCC is not filing a plan for cost recovery.

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