

This tariff, Birch Communications of Kentucky, LLC, Kentucky Tariff No. 1, replaces in its entirety, SE Acquisitions, LLC d/b/a Lightyear Network Solutions of Kentucky, Kentucky Tariff No. 1, which is currently on file with the Commission.

BIRCH COMMUNICATIONS OF KENTUCKY, LLC

2323 Grand Blvd. Suite 925
Kansas City, MO 64108

(C)

END USER COMMUNICATIONS SERVICES TARIFF

Regulations and Schedule of Intrastate Rates and Charges Applying to Competitive End User Communications Services for Customers (Including Basic Local Exchange and Miscellaneous Services) Within the Commonwealth of Kentucky. This tariff is available for public inspection during normal business hours at the main office of Birch Communications of Kentucky, LLC , at 2323 Grand Blvd. Suite 925, Kansas City, MO 64108.

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Issued by: Christopher J. Bunce, Sr. Vice President Legal and General Counsel
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CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
Title	1 st Revised		32	Original		64	Original
1	7 th Revised	*	33	Original		65	Original
2	Original		34	Original		66	1 st Revised
3	1 st Revised		35	Original		66.1	1 st Revised
4	Original		36	Original		66.2	1 st Revised
5	Original		37	Original		66.3	Original
6	1 st Revised		38	Original		66.4	1 st Revised
7	Original		39	3 rd Revised	*	66.5	1 st Revised
8	Original		40	1 st Revised		66.6	Original
9	Original		41	Original		66.7	Original
10	Original		42	Original		66.8	Original
11	Original		43	Original		66.9	Original
12	Original		44	Original		66.10	Original
13	Original		45	Original		66.11	Original
14	Original		46	1 st Revised		66.12	Original
15	Original		47	Original		67	Original
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19	Original		51	Original		71	1 st Revised
20	Original		52	Original		72	1 st Revised
21	Original		53	Original		73	1 st Revised
22	Original		54	Original		74	1 st Revised
23	Original		55	Original		75	Original
24	Original		56	Original		76	2 nd Revised
25	Original		57	Original		77	1 st Revised
26	Original		58	Original		78	3 rd Revised
27	Original		59	Original		79	3 rd Revised
28	1 st Revised		60	Original		79.1	3 rd Revised
29	Original		61	Original		80	Original
30	Original		62	Original			
31	Original		63	1 st Revised			

* - indicates those pages included with this filing

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**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director

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EXPLANATION OF SYMBOLS

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.
- T To signify a change in text but no change in rate or regulation.

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Each page is numbered sequentially. However, a new page is occasionally added to the Tariff. When a new page is added between those already in effect, a decimal is added. For example, a new page added between page 15 and page 16 would be page 15.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Kentucky Public Service Commission. For example, the 4th Revised Page 15 Cancels the 3rd Revised Page 15.
- C. Paragraph Numbering Sequence - Each level of paragraph numbering herein is subservient to its next higher level as shown:

- 2
- 2.1
- 2.1.1
- 2.1.1.A
- 2.1.1.A.1
- 2.1.1.A.1.a
- 2.1.1.A.1.a.(1)

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange end-user communications services by Birch Communications of Kentucky, LLC, hereinafter referred to as the Company or Birch, to customers within the Commonwealth of Kentucky.

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DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Access Line: A circuit between the station protector on the Customer's telephone service or PBX to, and including, the serving central office main frame.

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

Authorized User: A person, firm corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

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

Call: A completed connection established between a calling station and one or more called stations.

Collect Billing: A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Commission: Kentucky Public Service Commission.

Company: Birch Communications of Kentucky, LLC , the issuer of this tariff.

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

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

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DEFINITIONS (CONT'D.)

Household: Any individual or group of individuals who are living together at the same address as one economic unit. A household may include related and unrelated persons. An “economic unit” consists of all adult individuals contributing to and sharing in the income and expenses of a household.

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

ILEC: Incumbent Local Exchange Company.

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

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 1No. 1.

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

Non-Recurring Charges or NRCs: One-time charges most often associated with installation, ordering, or account establishment.

Preferred Customer Discount (PCD) – A discount added to the monthly invoice and deducted from the rack rate for grandfathered products and term contract discounts. (N)
(N)

Person-to-Person Call: A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

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

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DEFINITIONS (CONT'D.)

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

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

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

Station-to-Station Call: A service whereby an End User places a non-Person-to-Person call with the assistance of an operator.

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

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

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REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities described 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

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to any other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 General Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. 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 thirty (30) days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

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REGULATIONS (CONT'D.)2.1 Undertaking of the Company (Cont'd.)2.1.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in a hazardous environment. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, condition, location, or use of any installation so provided.
- F. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

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REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

- H. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- I. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- J. The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, changing or removing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate, at the sole discretion of the Company) to the period during which such error, mistake, omission, interruption or delay occurs.
- K. In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- L. The Company is not liable for damages arising from errors or omissions in the making up or printing of directories, in the submission or specification of listing information for purposes of Directory Assistance or other industry databases, or in accepting listings as presented by the Customer.
- M. The Company is not liable for any act or omission of any other communications provider which furnishes a portion of the service.

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REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.5 Notification of Service-Affecting Activities

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

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REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- A. 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. Company liability for any delays in commencing service to any Customer is set forth in Section 2.1.4 herein.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.

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REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provision of Equipment and Facilities (Cont'd.)

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

- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2. the reception of signals by Customer-provided equipment.

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REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.7 Universal Emergency Telephone Number Service (911, E911)

- A. This Tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- B. 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- C. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- D. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.7 Universal Emergency Telephone Number Service (911, E911), (Cont'd.)

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

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REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.8 Non-routine Installation

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

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REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.9 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Charges for special construction will be developed on an individual case basis (ICB). Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; and/or
- H. in advance of its normal construction.

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REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.10 Ownership of Facilities

- A. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code.
- B. Title to all facilities utilized by the Company to provide service under the provisions of this tariff shall remain with the Company, its partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its partners, agents, contractors or suppliers by the Customer, whenever requested, within a reasonable period following the request in original condition, reasonable wear and tear expected.

2.2 Prohibited Uses

- 2.2.1. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2. The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Kentucky Public Service Commission regulations, policies, orders, and decisions.
- 2.2.3. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4. A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company.

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REGULATIONS (CONT'D.)

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. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, or the noncompliance by the Customer, with these regulations, or by fire or theft or other casualty on the Customer Premises, unless caused by the gross negligence or intentional misconduct of the employees or agents of the Company;
- 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, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the point where the cable enters the building or crosses the property line to the location of the equipment space described in 2.3.1.C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- 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 prior to any construction or installation work;

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REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.1 General (Cont'd.)

- 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;
- 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 and the Customer, such agreement not to be reasonably withheld or denied. No allowance will be made for the period during which service is interrupted for such purposes.

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Issued by: Christopher J. Bunce, Sr. Vice President Legal and General Counsel
2300 Main St. Suite 340
Kansas City, MO 64108



REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.2 Claims

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

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

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2300 Main St. Suite 340
Kansas City, MO 64108



REGULATIONS (CONT'D.)2.4 Customer Equipment and Channels2.4.1 General

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

2.4.2 Station Equipment

- A. Terminal equipment on the User's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company point of connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission, and all User-provided wiring shall be installed and maintained in compliance with applicable regulations.

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2300 Main St. Suite 340

Kansas City, MO 64108



REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.4 Inspections

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

- B. 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 corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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2300 Main St. Suite 340
Kansas City, MO 64108



REGULATIONS (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges, however designated, excluding taxes on Company's net income, imposed on or based upon the provision, sale or use of Network Services.

2.5.2 Billing and Collection of Charges

- A. Non-Recurring charges are due and payable from the Customer within fifteen (15) days after the invoice date, unless otherwise agreed to in advance.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, generally in advance of the month in which service is provided, and Recurring Charges shall be due and payable within fifteen (15) days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods. All services identified herein as "prepaid" the customer is required to maintain a payment schedule of (1) month in advance.
- C. When service does not begin on the first day of the billing period, or end on the last day of the billing period, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days. For services identified herein as "prepaid" there is no prorating.

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REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.2 Billing and Collection of Charges (Cont'd.)

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

- E. The Company may apply a late payment charge if any portion of the Customer's payment is received by the Company after the payment due date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. The late payment charge shall be applied to the portion of the payment not received by the "Due Before Date". On all unpaid business bills a \$15.00 charge plus 1.5% of the unpaid balance will be applied if unpaid charges are greater than \$6.00. A charge of \$5.50 plus 1.5% of the unpaid balance will be applicable on all residential bills if unpaid charges are greater than \$6.00. A Finance Charge of 1.5% shall apply to the outstanding balance of charges, as at the end of the "Due Before Date", with effect from the second month after the charges are first applied, and every month thereafter.

(C)
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Collection procedures are unaffected by the application of the late payment or finance charge. The late payment charge does not apply to final amounts.

- F. The Customer will be assessed a charge of twenty-five dollars (\$25.00), or the actual fee incurred by Company from a bank or financial institution, whichever is greater, for each check submitted by the Customer to the Company which a financial institution refuses to honor.

(C)

- G. If service is disconnected by the Company in accordance with Section 2.5.5 and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

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Kansas City, MO 64108



REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.3 Advance Payments

An applicant for service or facilities may be required to pay in advance of installation an amount not to exceed applicable service connection, installation or other Non-Recurring charges plus charges for one month of service. Where construction charges are applicable the payment thereof may be required in advance of start of construction.

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REGULATIONS (CONT'D.)2.5 Payment Arrangements (Cont'd.)2.5.4 Deposits

- A. Any applicant who is unable to establish a satisfactory credit standing with the Company or any subscriber whose credit standing has become impaired may also be required to deposit a sum up to an amount equal to either the charge for two months' local service or the charge for the estimated toll messages during a like period. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
- B. Interest will accrue on all deposits at the rate prescribed by law beginning on the date of the deposit. The interest will be applied as a credit to the customer's bill or will be paid to the customer on an annual basis. If the deposit is refunded or credited to the customer's bill prior to the deposit anniversary date, interest will be paid or credited to the customer's bill on a pro-rated basis. If interest is not credited to the customer's bill or paid to the customer annually, interest will be computed by a method which will result in an amount no less than that obtained using a middle course method between simple and compound interest in compliance with Commission Order dated October 31, 1989 in Case No. 89-057. Interest on deposits computed in this manner will accrue until credited to the customer's bill or paid to the customer.
- C. The fact that a deposit has been made in no way relieves the applicant or subscriber from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation or constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

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REGULATIONS (CONT'D.)2.5 Payment Arrangements (Cont'd.)2.5.5 Refusal or Termination of Service

- A. The Company may refuse or terminate service to a customer under the following conditions:
1. For noncompliance with the Company's tariffed rules or commission administrative regulations. The Company may terminate service for failure to comply with applicable tariffed rules or commission administrative regulations pertaining to that service. However, the Company will not terminate or refuse service to any customer for noncompliance with its tariffed rules or commission administrative regulations without first having made a reasonable effort to obtain customer compliance. After such effort by the Company, service may be terminated or refused only after the customer has been given at least ten (10) days written termination notice pursuant to commission administrative regulation.
 2. For dangerous conditions. If a dangerous condition relating to the Company's service which could subject any person to imminent harm or result in substantial damage to the property of the Company or others, is found to exist on the customer's premises, the service shall be refused or terminated without advance notice. The Company will notify the customer immediately in writing and, if possible, orally of the reasons for the termination or refusal. Such notice will be recorded by the Company and will include the corrective action to be taken by the customer or Company before service can be restored or provided. However, if the dangerous condition can be effectively isolated or secured from the rest of the system, the Company will discontinue service only to the affected piping or appliance.
 3. For refusal of access. When a customer refuses or neglects to provide reasonable access to the premises for installation, operation, maintenance or removal of Company property, the Company may terminate or refuse service. Such action shall be taken only when corrective action negotiated between the Company and customer has failed to resolve the situation and after the customer has been given at least ten (10) days' written notice of termination pursuant to commission administrative regulation.

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REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.5 Refusal or Termination of Service (Cont'd.)

A. (Cont'd.)

- 4. For outstanding indebtedness. Except as provided in commission administrative regulation, the Company shall not be required to furnish new service to any customer who is indebted to the Company for service furnished or other tariffed charges until that customer has paid his indebtedness.
- 5. For noncompliance with state, local or other codes. The Company may refuse or terminate service to a customer if the customer does not comply with state, municipal or other codes, rules and administrative regulations applying to such service. The Company may terminate service pursuant to this section only after ten (10) days' written notice is provided pursuant to commission administrative regulation, unless ordered to terminate immediately by a governmental official.
- 6. For nonpayment of bills. The Company may terminate service at a point of delivery for nonpayment of charges incurred for Company service at that point of delivery; however, the Company will not terminate service to any customer for nonpayment of bills for any tariffed charge without first having mailed or otherwise delivered an advance termination notice which complies with the requirements of commission administrative regulation.

The Company, when proposing to terminate customer service for nonpayment, will mail or otherwise deliver to that customer five (5) days' written notice of intent to terminate. Except for services identified herein as "prepaid", under no circumstances will service be terminated before twenty (20) days after the mailing date of the original unpaid bill.

For services identified herein as "prepaid" the customer is required to maintain a payment schedule of (1) month in advance to avoid termination of service.

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Issued by: Christopher J. Bunce, Sr. Vice President Legal and General Counsel
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REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.5 Refusal or Termination of Service (Cont'd.)

A. (Cont'd.)

7. For illegal use or theft of service. The Company may terminate service to a customer without advance notice if it has evidence that a customer has obtained unauthorized service by illegal use or theft. Within twenty-four (24) hours after such termination, the Company will send written notification to the customer of the reasons for termination or refusal of service upon which the Company relies, and of the customer's right to challenge the termination by filing a formal complaint with the commission. This right of termination is separate from and in addition to any other legal remedies which the Company may pursue for illegal use or theft of service. The Company shall not be required to restore service until the customer has complied with all tariffed rules of the Company and laws and administrative regulations of the commission.

B. The Company will not terminate service to a customer if the following conditions exist:

1. If payment for services is made. If, following receipt of a termination notice for nonpayment but prior to the actual termination of service, there is delivered to the Company office payment of the amount in arrears, service will not be terminated.
2. If a payment agreement is in effect. Service will not be terminated for nonpayment if the customer and the Company have entered into a partial payment plan in accordance with commission administrative regulation and the customer is meeting the requirements of the plan.

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Issued by: Christopher J. Bunce, Sr. Vice President Legal and General Counsel
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REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.5 Refusal or Termination of Service (Cont'd.)

B. (Cont'd.)

3. If a medical certificate is presented. Service will not be terminated for thirty (30) days beyond the termination date if a physician, registered nurse or public health officer certifies in writing that termination of service will aggravate a debilitating illness or infirmity on the affected premises. The Company may refuse to grant consecutive extensions for medical certificates past the original thirty (30) days unless the certificate is accompanied by an agreed partial payment plan in accordance with commission administrative regulation. The Company will not require a new deposit from a customer to avoid termination of service for a thirty (30) day period who presents to the Company a medical certificate certified in writing by a physician, registered nurse or public health officer.

C. The termination notice requirements of this section will not apply if termination notice requirements to a particular customer or customers are otherwise dictated by the terms of a special contract between the Company and customer which has been approved by the commission.

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Issued by: Christopher J. Bunce, Sr. Vice President Legal and General Counsel
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Kansas City, MO 64108



REGULATIONS (CONT'D.)2.5 Payment Arrangements (Cont'd.)2.5.6 Cancellation of Application for Service

Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, charges will be imposed as described herein.

- A. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levied against the Company that would have been chargeable to the Customer had service commenced.
- B. In addition to those charges specified in Section 4, where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- C. The special charges described herein will be calculated and applied on a case-by-case basis.

2.5.7 Changes in Service Requested

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

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Issued by: Christopher J. Bunce, Sr. Vice President Legal and General Counsel
2300 Main St. Suite 340
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REGULATIONS (CONT'D.)2.6 Adjustments and Allowances for Interruptions

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.1.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal.

2.6.1 Limitation 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 the 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 any 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; and
- G. Interruption of service due to circumstances or causes beyond the control of the Company.

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2300 Main St. Suite 340
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REGULATIONS (CONT'D.)2.7 Cancellation of Service

If a Customer terminates services before the completion of the term commitment for any reason whatsoever other than a service interruption (as defined in Section 2.6 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.

Customer's termination liability for cancellation of service shall be equal to:

- 2.7.1 all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer; plus
- 2.7.2 any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer; plus
- 2.7.3 all Recurring Charges specified in the applicable Service Order for the balance of the then-current term commitment discounted at a rate determined by the Commission;
- 2.7.4 minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

Alternatively the Company may assess a charge equal to the difference between the monthly rate for the selected term plan and the monthly rates for the longest term plan that Customer could have satisfied prior to early discontinuance of service plus any waived or reduced Non-Recurring charges in connection with the term plan.

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:

- 2.8.1 to any subsidiary, parent company or affiliate of the Company; or
- 2.8.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.8.3 pursuant to any financing, merger or reorganization of the Company.

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2300 Main St. Suite 340
Kansas City, MO 64108



REGULATIONS (CONT'D.)

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 the 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, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 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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Issued by: Christopher J. Bunce, Sr. Vice President Legal and General Counsel
2300 Main St. Suite 340
Kansas City, MO 64108



REGULATIONS (CONT'D.)

2.10 Taxes, Surcharges and Fees

2.10.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, sales tax, occupation tax, license tax, permit fee, rights-of-way fee, franchise fee, or other regulatory fee or tax, such fees and taxes shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. It shall be the responsibility of the Customer to pay any such taxes and fees that subsequently become applicable retroactively.

2.10.2 Kentucky Universal Service Fund (KUSF)

In order to support funding of LifeLine service to low-income consumers, the Company will collect a monthly Kentucky LifeLine Support charge from its Customers for each local line provided by the Company. The charge per line is \$0.09* per month.

2.10.3 Kentucky Telecommunications Relay Service (TRS)/ Telecommunications Access Program (TAP)

In order to support funding of Kentucky TRS/TAP Surcharge for the deaf, the Company will collect a monthly support charge from its Customers for each local line provided by the Company. The charge per line is \$0.03 per month.

(R)


2.10.4 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

(T)

**This rate is effective for bills rendered on or after August 31, 2017 per Commission Order entered August 31, 2017 in Case No. 2016-00059.*

ISSUED: December 1, 2017

Issued by: Gordon P. Williams, Jr., Senior Vice President &
2323 Grand Blvd., Suite 925
Kansas City, MO 64108

KENTUCKY PUBLIC SERVICE COMMISSION
Gwen R. Pinson Executive Director

EFFECTIVE 1/1/2018 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Local Exchange Services

REGULATIONS (CONT'D.)

2.11 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

Birch Communications of Kentucky, LLC
Attention: Legal Department
2323 Grand Blvd. Suite 925 (C)
Kansas City, MO 64108 (C)
commissioncomplaints@birch.com

If after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with the Kentucky Public Service Commission at:

Commonwealth of Kentucky
Public Service Commission
211 Sower Boulevard, PO Box 615
Frankfort, Kentucky 40602-0615
800-772-4636

2.12 Tests, Pilots, and Contests

The Company may conduct special tests or pilot programs at its discretion to demonstrate the ease of use and quality of service. The Company may also waive a portion of or all processing fees or installation fees for winners of contests sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer.

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2323 Grand Blvd. Suite 925
Kansas City, MO 64108



DESCRIPTION OF SERVICE

3.1 General

Company will provide Local Exchange Service in the Commonwealth of Kentucky as specified herein. Company will provide services over its own facilities or will utilize the facilities, in whole or in part, of other telecommunications companies. Unless otherwise indicated, the service descriptions and rates provided herein apply to Resale Local Exchange Services and Facilities-Based Local Exchange Services

The Company's Local Exchange Services provide a Customer with a telephonic connection to, and a telephone number address on, the public switched telecommunications network. Each Exchange Access Service enables users to:

- A. receive calls from other stations on the public switched telecommunications network;
- B. access other services offered by the Company as set forth in this tariff;
- C. access certain interstate and international calling services provided by the Company;
- D. access (at no additional charge) the Company's operators and business office for service related assistance;
- E. access (at no additional charge) emergency services by dialing 0- or 9-1-1;
- F. access (at no additional charge) the telecommunications relay service (TRS) system by dialing 7-1-1; and
- G. access services provided by other common carriers that purchase the Company's switched access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.

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

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Local Exchange Services

DESCRIPTION OF SERVICE (CONT'D.)

3.2 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) AT&T Kentucky

3.3 Rate Groups

Charges for local services provided by the Company in certain areas may be based, in part, on the Rate Group associated with the Customers End Office. The Rate Group is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office.

Local calling areas (LCAs), Rate Group, and Band assignments are equivalent to those specified in BellSouth Telecommunications, Inc., Kentucky General Subscriber Service Tariff (GSST).

In the event that an Incumbent LEC or the Kentucky Public Service Commission reclassifies an exchange or End Office from one Rate Group to another, the reclassification will also apply to Customers who purchase services under this tariff.

BellSouth Rate Group Equivalents:

Rate Group	Exchange Access Lines and PBX Trunks In Local Calling Area - Upper Limit
1	up to 13,800
2	13,801 to 25,100
3	25,101 to 45,500
4	45,501 to 200,800
5	200,801 +

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Local Exchange Services

DESCRIPTION OF SERVICE (CONT'D.)

3.4 Basic Local Service Offerings

3.4.1 Residential Local Exchange Service

Residential Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Residential Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available, for an additional charge, for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Residential Local Exchange Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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DESCRIPTION OF SERVICE (CONT'D.)

3.4 Basic Local Service Offerings (Cont'd.)

3.4.2 Lifeline

The Lifeline program is designed to increase the availability of telecommunications services to low income subscribers by providing a credit to monthly recurring local service for qualifying residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Lifeline and Link Up Reform and Modernization Order in WC Docket No. 11-42. Specific terms and conditions are as prescribed by the Kentucky Public Service Commission and are as set forth in this tariff.

Lifeline is supported by the federal universal service support mechanism.

Federal support of \$9.25 is available for each Lifeline service and is passed through to the subscriber. An additional \$3.50 credit is provided by the State. The total Lifeline credit available to an eligible customer in Kentucky is \$12.75. The amount of credit will not exceed the charge for local service, which includes the access line, the Subscriber Line Charge and local usage.

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DESCRIPTION OF SERVICE (CONT'D.)

3.4 Basic Local Service Offerings (Cont'd.)

3.4.3 Regulations

A. General

- 1.
2. One low income credit is available per household and is applicable to the primary residential connection only. The named subscriber must be a current recipient of any of the low income assistance programs identified in Section 3.4.3(B) below.
3. A Lifeline customer may subscribe to any local service offering available to other residential customers. Since the Lifeline credit is applicable to the primary residential connection only, it may not be applied to a multiple line package local service offering.
4. Toll blocking, if elected, will be provided at no charge to the Lifeline subscriber.
5. The deposit requirement is not applicable to a Lifeline customer who subscribes to toll blocking. If a Lifeline customer removes toll blocking prior to establishing an acceptable credit history, a deposit may be required. When applicable, advance payments will not exceed the connection and local service charges for one month.
6. Lifeline service is exempt from the Installment Billing Service Fee.
7. The Federal Universal Service Charge will not be billed to Lifeline customers.
8. A Lifeline subscriber's local service will not be disconnected for non-payment of regulated toll charges. Local service may be denied for non-payment of local calls. Access to toll service may be denied for non-payment of regulated tolls. A Lifeline subscriber's request for reconnection of local service will not be denied if the service was previously denied for non-payment of toll charges.

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DESCRIPTION OF SERVICE (CONT'D.)

3.4 Basic Local Service Offerings (Cont'd.)

3.4.3 Regulations (Cont'd.)

A. General (Cont'd.)

9. A Lifeline customer must not already be receiving a Lifeline service and there must not be anyone else in the subscriber's household subscribed to Lifeline.

B. Eligibility

To be eligible for a Lifeline credit, a customer must qualify under any one of the following conditions:

- 1. A current recipient of any one of the following low income assistance programs.
 - a. Supplemental Security Income (SSI)
 - b. Supplemental Nutrition Assistance Program (SNAP) aka Food Stamps or ETB (T)
 - c. Medicaid
 - d. Federal Public Housing Assistance (FPHA) Section 8 (T)
 - e. Veteran's Pension and Survivor Benefit Programs (C) (D) (D)
- 2. A household income at or below 135% of the Federal Poverty Guidelines for a household of that size; (T)

C. Certification

1. Proof of eligibility in any of the qualifying low income assistance programs should be provided to the Company at the time of application for service. The Lifeline credit will not be established until proof of eligibility has been received by the Company. If the customer requests installation prior to the Company's receipt of proof of eligibility, the requested service will be provided without the Lifeline credit. When eligibility documentation is provided subsequent to installation, the Lifeline credit will be provided on a going forward basis.

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Issued by: Gordon P. Williams, Jr., Senior Vice President & General Counsel
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**KENTUCKY
PUBLIC SERVICE COMMISSION**

**Talina R. Mathews
EXECUTIVE DIRECTOR**

Talina R. Mathews

EFFECTIVE: December 1, 2016
EFFECTIVE

12/1/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DESCRIPTION OF SERVICE (CONT'D.)

3.4 Basic Local Service Offerings (Cont'd.)

3.4.3 Regulations (Cont'd.)

C. Certification (Cont'd.)

2. The Company reserves the right to periodically audit its records, working in conjunction with the appropriate state agencies, for the purpose of determining continuing eligibility. Information obtained during such audit will be treated as confidential information to the extent required under State and Federal laws. The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Lifeline plan.
3. When a customer is determined to be ineligible as a result of an audit, the Company will contact the customer. If the customer cannot provide eligibility documentation, the Lifeline credit will be discontinued.

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DESCRIPTION OF SERVICE (CONT'D.)

3.4 Basic Local Service Offerings (Cont'd.)

3.4.4 Business Local Exchange Service

Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available, for an additional charge, for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable, are billed in arrears. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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DESCRIPTION OF SERVICE (CONT'D.)

3.5 Optional Calling Features

3.5.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

3.5.2 Feature Descriptions

- A. Call Forwarding Variable - Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- B. Three Way Calling: Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

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DESCRIPTION OF SERVICE (CONT'D.)

3.5 Optional Calling Features (Cont'd.)

3.5.2 Feature Descriptions (Cont'd.)

- C. Call Waiting - Basic: Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

- D. Speed Calling: Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the a speed calling list without assistance from the Company.

- E. Call Forwarding Busy Line, Basic: Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.

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DESCRIPTION OF SERVICE (CONT'D.)

3.5 Optional Calling Features (Cont'd.)

3.5.2 Feature Descriptions (Cont'd.)

- F. Call Forwarding Don't Answer, Basic: Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- G. Call Forwarding Busy Line w/ Customer Control: Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- H. Call Forwarding Don't Answer w/ Customer Control: Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- I. Call Forwarding Variable, Remote Access - Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to 1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.

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DESCRIPTION OF SERVICE (CONT'D.)

3.5 Optional Calling Features (Cont'd.)

3.5.2 Feature Descriptions (Cont'd.)

- J. Call Waiting - Deluxe: Allows the end-user to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:

- Answer the waiting call and placing the first party on hold;
 - Answer the waiting call and disconnecting from the first party;
 - Direct the waiting caller to hold via a recording
 - Forward the waiting caller to another location (e.g., voice mailbox or telephone answering service)

Full utilization of Call Waiting Deluxe requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. The end -user must have call Basic or Deluxe for display of calling party identification information for waiting calls. The end-user must have a Call Forwarding Don't Answer feature active in order to forward a waiting call to another location.

- K. Three Way Calling with Transfer: This feature allows a user to hold an in-progress call and complete a second call while maintaining privacy from the first call, or to add on the previously held call for a three-way conference. This feature shall not be used to extend calls on a planned and continuing basis to intentionally avoid the payment in whole or in part of message charges, toll or otherwise, that would regularly be applicable between the stations bridged together by the subscriber.
- L. Call Forwarding Don't Answer w/ Ring Control: Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The forward-to number is fixed by the service order. However, the end-user has the ability to change the time interval before forwarding occurs at his/her discretion.

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Local Exchange Services

DESCRIPTION OF SERVICE (CONT'D.)

3.5 Optional Calling Features (Cont'd.)

3.5.2 Feature Descriptions (Cont'd.)

- M. Multiple Directory Number Distinctive Ringing: This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing - First Number and Distinctive Ringing - Second Number). The designated primary number will receive a normal ringing pattern, other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.

- N. Call Return: allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

- O. Repeat Dialing: Permits the end-user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

- Calls to 800 Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

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DESCRIPTION OF SERVICE (CONT'D.)

3.5 Optional Calling Features (Cont'd.)

3.5.2 Feature Descriptions (Cont'd.)

- P. Call Selector: Allows a Customer to assign a maximum of 15 telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.
- Q. Preferred Call Forwarding: Permits the end-user to automatically forward to another number calls received from up to six end-user pre-selected telephone numbers programmed into the features screening list. The end-user controls when the feature is active, the forward-to number and can add or remove calling numbers from the feature's screening list.
- R. Call Block: Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
- S. Call Tracing: Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.
- T. Caller ID - Basic: Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

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DESCRIPTION OF SERVICE (CONT'D.)

3.5 Optional Calling Features (Cont'd.)

3.5.2 Feature Descriptions (Cont'd.)

- U. Caller ID - Deluxe: Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.
- V. Anonymous Call Rejection: Permits the end -user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand alone feature or as an add-on to Caller ID Deluxe.
- W. Hunting: the Company offers basic "serial hunting", which defaults to the next available trunk within a group, when the prior trunk is busy.
- X. User Transfer/Conferencing: A user of this feature may hold an in-progress call and complete a second call, or may add on the previously held call for a three-way conference. The feature also allows an incoming call to be transferred to another access arrangement.

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DESCRIPTION OF SERVICE (CONT'D.)

3.6 Directory Assistance and Listing Services

3.6.1 Directory Assistance

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number.

A credit will be given for calls to Directory Assistance as follows:

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

To obtain such a credit, the Customer must notify its Customer Service representative within 24 hours of occurrence.

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Local Exchange Services

DESCRIPTION OF SERVICE (CONT'D.)

3.6 Directory Assistance and Listing Services (Cont'd.)

3.6.2 Directory Listings

A. General

The following rules apply to basic listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Only information necessary to identify the Customer is included in these listings. The Company use abbreviations in listings. The Company may reject a residential listing which is judged to be advertising. It may also reject a listing it judges to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service will not be accepted as a listing unless the subscriber is legally doing business under that name.

One basic listing for each individual line service, auxiliary line or PBX system is provided at no additional charge to the Customer. A basic listing includes a name, designation, address and telephone number of the Customer. It appears in the White Pages of the telephone directory and in the Company's Directory Assistance records.

A name may be repeated in the white pages only when only when a different address or telephone number is used.

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Local Exchange Services

DESCRIPTION OF SERVICE (CONT'D.)

3.6 Directory Assistance and Listing Services (Cont'd.)

3.6.2 Directory Listings (Cont'd.)

B. Non-published Service

Non-published service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

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

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

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

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

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DESCRIPTION OF SERVICE (CONT'D.)

3.6 Directory Assistance and Listing Services (Cont'd.)

3.6.2 Directory Listings (Cont'd.)

C. Non-listed Service

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

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

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

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

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

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DESCRIPTION OF SERVICE (CONT'D.)

3.7 Local Operator Services

3.7.1 Local Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Service. Per call charges which reflect the level of operator assistance and billing arrangement requested by the Customer apply in addition to any other applicable local usage charges.

3.7.2 Operator Service Call Types

- A. Customer Dialed Calling/Credit Card Call - This charge applies in addition to local usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number and card number where the capability exists for the Customer to do so.
- B. Operator Dialed Calling/Credit Card Call - This charge applies in addition to local usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.
- C. Operator Station - These charges apply in addition to local usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed to the originating line, Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.
- D. Person-to-Person - This charge applies in addition to local usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to the originating line, a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

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DESCRIPTION OF SERVICE (CONT'D.)

3.7 Local Operator Services (Cont'd.)

3.7.3 Available Billing Arrangements

- A. Bill to Line - A billing arrangement whereby the originating caller may bill the charges for a call to the Company-provided local exchange line from which the call is placed. The terms and conditions of the Company apply to payment arrangements.
- B. Calling Card - A billing arrangement whereby the originating caller may bill the charges for a call to an approved LEC-issued calling card. The terms and conditions of the local exchange carrier apply to payment arrangements.
- C. Collect Billing - A billing arrangement whereby the originating caller may bill charges for a call to the called party, provided the called party agrees to accept the charges. The terms and conditions of the called party's local exchange company apply to payment arrangements.
- D. Commercial Credit Card - A billing arrangement whereby the originating caller may bill the charges for a call to an approved commercial credit card. The terms and conditions of the credit card company apply to payment arrangements.
- E. Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number. The terms and conditions of the third party's local exchange company apply to payment arrangements.

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Local Exchange Services

DESCRIPTION OF SERVICE (CONT'D.)

3.7 Local Operator Services (Cont'd.)

3.7.4 Operator Dialed Surcharge

This charge applies to Operator Station and Person-to-Person calls for which the caller has the ability to dial the called number, but chooses instead to have the Company operator perform the dialing. This charge is in addition to local usage charges and other applicable operator service charges.

3.7.5 Partially Automated Surcharge

This charge applies to Operator assisted Station-to-Station calls (including those billed to calling cards) where the customer dials the terminating number, and elects to have the Operator handle the billing method. This charge is in addition to local usage charges and other applicable operator service charges.

3.7.6 Busy Line Verification and Line Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Busy Line Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

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Local Exchange Services

DESCRIPTION OF SERVICE (CONT'D.)

(N)

3.8 Residential Line Packages (1)

3.8.1 All State

All State combines a residential line with the following features:

- Call Waiting Deluxe
- Caller ID Deluxe
- Three-Way Calling
- Call Forward Variable
- Call Forward No Answer
- Call Forward Busy Line
- Eight Code Speed Dial

3.8.2 All American

All American combines a residential line with the following features:

- Call Waiting Deluxe
- Caller ID Deluxe
- Three-Way Calling or Three-Way Calling with Transfer
- Call Forward Variable
- Call Forward Busy Line
- Thirty Code Speed Dial
- Repeat Dial
- Call Return

In addition, All American includes unlimited direct-dialed outbound calling within the US Mainland. Service offerings that include unlimited long distance usage are restricted to residential voice applications. No commercial use of any form is permitted for such unlimited service offerings. Long distance usage for dial-up Internet access, data and fax type applications and other non-voice uses are not permitted.

3.8.3 Hometown

Hometown is basic, local dial tone service with no features and no long distance.

3.8.3.1 Hometown Advantage

Hornetown Advantage is local dial tone service with Caller ID and Call Waiting.

(1) All previous SE Acquisition and Lightyear products and residential packages are grandfathered.

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DESCRIPTION OF SERVICE (CONT'D.)

3.8 Residential Line Packages (Cont'd.)

3.8.4 Prepaid Local Service

A. Simply Home

Simply Home is basic, local dial tone service with no features or long distance. No deposit is required, but there is an upfront connection fee of \$75.00. If valid Lifeline documentation is provided at the time of order, the upfront connection fee is \$45.00.

There is no prorated payment required up front, however, the customer's first bill will still contain the prorated charges for the first month of service. The customer will receive a bill at the beginning of the following month and must pay by the 15th. The customer is required to maintain a payment schedule of one (1) month in advance. After one (1) year of consistent on-time payments, customer can transition to a standard service offering.

Failure to remit payment by the scheduled due date will result in service interruption and/or loss of current telephone number. If service is disconnected, the customer must pay all outstanding charges and the reconnection fee to restore service. The customer may not be able to retain their number and therefore would receive a new telephone number.

This plan does not include long distance access.

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DESCRIPTION OF SERVICE (CONT'D.)

3.8 Residential Line Packages (Cont'd.)

3.8.4 Prepaid Local Service (Cont'd.)

B. Simply Home Plus

Simply Home Plus is basic local dial tone service with up to two (2) additional features added at regular price. No deposit is required, but there is an upfront connection fee of \$75.00. If valid Lifeline documentation is provided at the time of order, the upfront connection fee is \$45.00.

There is no prorated payment required up front, but the customer's first bill will still contain the prorated charges for the first month of service. The customer will receive a bill at the beginning of the following month and must pay by the 15th. The customer is required to maintain a payment schedule of one (1) month in advance. After six (6) months of consistent on-time payments, customer can transition to a standard service offering.

Failure to remit payment by the scheduled due date will result in service interruption and/or loss of current telephone number. If service is disconnected, the customer must pay all outstanding charges and the reconnection fee to restore service. The customer may not be able to retain their number and therefore would receive a new telephone number.

This plan does not include long distance access.

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Local Exchange Services

DESCRIPTION OF SERVICE (CONT'D.)

3.9 Business Line Packages (1) (N)

3.9.1 Local Choice

Local Choice combines a business line with the following features:

- Hunting Rollover
- Call Waiting
- Caller ID
- Trouble Determination

3.9.2 Regional Choice

Regional Choice combines a business line with the following features:

- Hunting Rollover
- Call Waiting
- Caller ID
- Trouble Determination

In addition, Regional Choice provides for unlimited intraLATA direct-dialed outbound local calling.

3.9.3 National Choice

National Choice combines a business line with the following features:

- Hunting Rollover
- Call Waiting
- Caller ID
- Trouble Determination

In addition, National Choice includes unlimited direct-dialed outbound calling within the US Mainland. Service offerings that include unlimited long distance usage are restricted to business voice applications. Long distance usage for dial-up Internet access, data and fax type applications and other non-voice uses are not permitted.

1. All former SE Acquisition and Lightyear business services and packages are grandfathered. (N)

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Local Exchange Services

DESCRIPTION OF SERVICE (CONT'D.)

3.10 BirchNet Products

A. BirchNet Basic Line

1. BirchNet Basic Line is equipped with:

- Basic Line
- Unlimited Local, Intra-LATA Long Distance
- Caller ID - Name and Number
- Call Waiting
- Hunting

Toll Free service is available with this product. See "Toll Free Service" in a later section for rates. BirchNet Basic Line is available to business and residential customers. (T)
(C)

All customers will be required to sign a 12, 24 or 36 month term agreement. Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.

Customers may accept or decline the feature(s); however, declining the feature(s) will not reduce the package monthly rate. If more features are chosen with the BirchNet Basic Line bundle, standard rates will apply.

The availability of certain features depends on feature availability. Some features are only available to residential customers. Some features are only available to business customers. Additional calling features may be added to the Basic Line.

Outbound Long Distance is rated at \$.049/min, where available.

Caller ID with Name and Number-Caller ID with Name and Number (Caller ID) enables the terminating Customer to identify the calling party by displayed name and/or number before the call is answered. Caller ID Customers must provide and connect their own compatible CPE.

Product may not be available in all CLLIs.

An additional charge will apply when adding Birch Unified Messaging or Voicemail to the line. There is a maximum of 3 extensions per box.

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Local Exchange Services

DESCRIPTION OF SERVICE (CONT'D.)

3.10 BirchNet Products(cont'd)

B. BirchNet Essentials

1. BirchNet Essentials is equipped with:

Basic Line with Unlimited Features
Hunting
Unlimited Local Intra-LATA Long Distance
200 Minutes of Domestic Inter-LATA Long Distance

Toll Free service is available with this product. See "Toll Free Service" in a later section for rates. BirchNet Essentials is available to business and residential customers. (T)
(C)

All customers will be required to sign a 12, 24 or 36 month term agreement. Early Termination Fees are calculated using the following formula: \$100 x x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.

Customers may accept or decline the feature(s); however, declining the feature(s) will not reduce the package monthly rate.

The availability of certain features depends on feature availability. Some features are only available to residential customers. Some features are only available to business customers.

Customers may choose to use another carrier for their long distance purposes; however, declining the Birch long distance will not reduce the package monthly rate.

BirchNet Essentials will only be available to Birch Local Service Customer locations in which the customer subscribes to no greater than 10 lines for domestic local toll and interLATA toll outbound calls from the business location. Customers are required to convert all of their off-net business lines, (restrictions listed below), per location, to BirchNet Essentials in order to qualify for this service. Multi-location customers may choose the service per location. Birch may cancel this service if all lines at location do not have this product.

An additional discounted charge will apply when adding Birch Unified Messaging or Birch Voicemail to BirchNet Essentials. There is a maximum of 3 extensions per voicemail box.

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Local Exchange Services

<u>DESCRIPTION OF SERVICE (CONT'D.)</u>		(N)
3.10	<u>BirchNet Products(cont'd)</u>	1
	B. BirchNet Essentials cont'd	1
	2. 200 Minute Long Distance Calling Block for BirchNet Essentials ⁽¹⁾ :	1
	<u>Block of Time per Month</u> ⁽¹⁾	1
	200 Minutes of Inter-LATA	1
	Domestic Long Distance	1
	Additional Minutes	1
	<u>Overage Usage Rate per Minute</u>	1
	Included in bundle	1
	\$.049	1
	3. BirchNet Essentials Inclusive Feature List ⁽²⁾ :	1
	Anonymous Call Rejection, per line	1
	Call Block	1
	Call Forwarding	1
	Call Forwarding Busy Line	1
	Call Forwarding Don't Answer	1
	Call Return	1
	Call Selector	1
	Call Tracing	1
	Call Waiting	1
	Caller ID	1
	Caller ID Deluxe	1
	Calling number delivery blocking, per line	1
	Distinctive Ringing Service	1
	Enhanced Caller ID	1
	Preferred Call Forwarding	1
	Remote Access – Call Forwarding Variable	1
	Repeat Dialing	1
	Selective Class of Call Screening	1
	Speed Calling	1
	Three-Way Calling	1

⁽¹⁾ Long distance Block of Time allotment applies to all domestic 1+ direct dialed minutes of use. Free long distance is only applicable to standard outbound domestic long distance only, originating from Birch customer to the 48 contiguous U.S. States, and does not apply to calls to HI, AK, or US territories (Puerto Rico, Guam, USVI, No. Marianas). Standard rate will apply for any overage beyond any inclusive block of minutes, and all calls made to AK, HI, and U.S. territories (Puerto Rico, Guam, USVI, and No. Marianas). All other types of calls, (Operator Assisted Long Distance calls, OS/D/International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the call (N)

⁽²⁾ The availability of certain features depends on feature availability. Some features are only available to business customers.

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Local Exchange Services

DESCRIPTION OF SERVICE (CONT'D.)

3.10 BirchNet Products(cont'd)

C. Value Line

1. BirchNet Value Line is equipped with a Basic Line.

Outbound Long Distance is rated at \$.06/min, where available.

Toll Free service is available with this product. See "Toll Free Service" in a later section for rates. BirchNet Value Line is available to business and residential customers. (T)
(C)

All customers will be required to sign a 12, 24 or 36 month term agreement. Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.

If features are needed with the BirchNet Value Line, standard rates located in Section 3 below will apply. The availability of certain features depends on feature availability. Some features are only available to residential customers. Some features are only available to business customers. (T)

An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to BirchNet Value Line. There is a maximum of 20 extensions per voicemail box.

Additional features can be added to this line.

2. Optional Calling Features

Features Offered on a Usage Sensitive Basis

The Customer will be billed the Per Feature Activation Charge each time the feature is used by the Customer. Customers may subscribe to these features on a monthly basis to obtain unlimited use of the feature for a fixed monthly charge.

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Local Exchange Services

DESCRIPTION OF SERVICE (CONT'D.)

3.10 BirchNet Products(cont'd)

D. Basic Plus (1)

1. BirchNet Basic Plus is equipped with:

Basic Line
Unlimited Features
Unlimited Local Intra-LATA Long Distance
Free Hunting

2. Nonrecurring Charges are located in additional sections. (T)

3. Rules & Regulations:

- Miscellaneous Service Charges will apply.
- Long Distance is available with this product.
- Declining free features does not reduce the package rate.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE.
- Toll Free service is available with this product.
- Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. he termination fee will apply per location on the original contract or any subsequent renewal of the contract.
- Product may not be available in all CLLIs.
- An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to BirchNet Basic Plus. There is a maximum of 3 extensions per voicemail box.

4. BirchNet Basic Plus is available to business and residential customers. (C)

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Local Exchange Services

DESCRIPTION OF SERVICE (CONT'D.)

<u>3.11 Lightyear Communications</u>		(N)
The following former products of Lightyear are grandfathered. In addition, the name has changed to a current Birch product as outlined below.		1
A. BirchNet Basic Plus:		1
BizRez		1
BizUnlimited		1
BizValue		1
BIZValue Commercial		1
Opportunity Plan		1
Starter Plan		1
B. BirchNet Essentials:		1
ALL AMERICAN		1
ALL STATE		1
All State with 12 month contract		1
National Choice		1
State Choice		1
C. BirchNet Value Line:		1
All American with 12 month contract	Hometown Advantage	1
All State Lifetime Price for 39.95	Hometown Advantage - 36	1
Back Up Line	Hometown Advantage -12	1
Back-Up Line #SBFLX	Hometown Lifetime Price for	1
Basic Choice	21.95	1
Business Line 1BK1	Hometown w/CID	1
Business Line 1FB3-NL	Hometown with 12 month	1
Comprehensive Package	contract	1
Flat Rated Business Line	Lightyear ResLocal Service	1
FX Interexchange #1LH14	Local Choice	1
HOME Starter Addt'l Line	LY HOMETOWN	1
HOMETOWN	Main Station Line #EXMCX-	1
	NP	(N)
	Measured Rate Business Line	
	Prior Unbilled Local Service	

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DESCRIPTION OF SERVICE (CONT'D.)

3.12 BirchLink Products (cont'd) (N)

2. Service Order Charges

Service Order Charges apply for changes in service and for additions to service. Service Order Charges are in addition to all other applicable nonrecurring charges identified in this tariff.

Charge	Price
Feature Add or Change	\$10.00 per Order
Basic Service Change	\$10.00 per Order
Establishing or Re-arranging Hunting	\$10.00 per Order
Directory Listing Change	\$10.00 per Order
Invoice Change	\$60.00 per Order
Transfer of Service	\$60.00 per Order
TN Change	\$25.00 per Order
Line Signaling Change	\$25.00 per Order
Vanity Number Search	\$25.00 per Order
Establishing Dual Service	\$60.00 per Order
Expedite Service Charge (T1 Circuits)	\$595.00 per Day per Circuit

3. Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities. The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service, therefore, vary by time per Customer request.

Premise Work Charge	\$139.00	
Initial Hour (time & materials)	\$165.00	
Trouble Determination (per request)	\$110.00	
Each Additional 30 minute increment	\$ 60.00	
Each Additional Jack & Wiring (existing customer)	\$ 65.00	(N)

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Local Exchange Services

DESCRIPTION OF SERVICE (CONT'D.)

3.12 BirchLink Products (cont'd)

4. Monthly Recurring Charges

BirchLink T1 Complete	\$5,000.00
BirchLink T1 Complete Lines	\$ 10.00 per line
BirchLink T1PRI	\$995.00
BirchLink T1 PRI – block of 20 DIDs	\$ 10.00 per block

(N)
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RATES

4.1 Application of Rates and Charges

All services offered in this tariff are subject to Service Order, Non-Recurring, Monthly Recurring, and Usage Charges.

4.1.1 Call Timing for Usage Sensitive Services

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

- A. Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- C. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E. All times refer to local time.

4.1.2 Distance Calculations

None of the company's offerings are presently distance sensitive.

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RATES (CONT'D.)

4.1 Application of Rates and Charges (Cont'd.)

4.1.3 Rate Periods for Time of Day Sensitive Services

A. For time of day, usage sensitive services, the following rate periods apply unless otherwise specified in this tariff:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						EVE
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

* Up to but not including.

Peak - 8:00 AM to, but not including 8:00 PM M-F (excluding holidays)
Off-Peak - All other times.

- B. Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.
- C. For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day	January 1
Memorial Day	As Federally Observed
Independence Day	July 4
Thanksgiving Day	As Federally Observed
Christmas Day	December 25

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Local Exchange Services

RATES (CONT'D.)

4.2 Service Charges and Surcharges

4.2.1 Service Order Charges

Service Order Charges apply for changes in service and for additions to service. Service Order Charges are in addition to all other applicable Non-Recurring charges identified in this tariff.

	Residential	Business
Line Change Charge	\$20.00	\$20.00

4.2.2 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities. (C)

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities. The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service, therefore, vary by time per Customer request.

Duration of time, per technician	Residential	Business	
Premise Work Charge (1)	\$100.00	\$100.00	(I)
Initial Hour (time & materials)	\$165.00	\$165.00	1
Trouble Determination (per request)	\$110.00	\$110.00	1
Each Additional 15 minute increment	\$ 30.00	\$ 30.00	1
Initial Jack & Wiring (existing customer)	\$ 80.00	\$ 80.00	1
Each Additional Jack & Wiring (existing customer)	\$ 65.00	\$ 65.00	1
			(I)

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RATES (CONT'D.)

4.2 Service Charges and Surcharges (Cont'd.)

4.2.3 Restoration of Service

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

A switch/flip fee will be charged to the Customer when the Customer switches back to the Company after having previously switched to another Company.

	Residential	Business
Restore/Suspend, per occasion		
AT&T Areas	\$35.00	\$48.00 (I)
Windstream Areas	\$80.00	\$80.00
Switch/Flip		
AT&T Areas	\$35.00	\$75.00
Windstream Areas	\$80.00	\$75.00

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RATES (CONT'D.)

4.3 Basic Local Service Rates (1) (N)

4.3.1 Residential Local Exchange Service

A. Monthly Recurring Charges

The following charges apply to Residential Local Exchange Service lines per month. Rates and charges include touchtone service for each line. The rates and charges below apply to service provided on a month-to-month basis.

1.	All State	\$39.95
2.	All American	\$59.95
3.	Hometown (Basic Line)	\$19.95
4.	Hometown Advantage	\$30.95
5.	Simply Home Local	\$38.00

(1) All former SE Acquisitions and Lightyear products have been grandfathered. (N)

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RATES (CONT'D.)

4.3 Basic Local Service Rates (Cont'd.)

4.3.1 Residential Local Exchange Service (Cont'd.)

B. Usage Sensitive Charges and Allowances

1. Flat Rate Service

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

C. Non-Recurring Charges

Non-Recurring charges apply to each line installed for the Customer. Non-Recurring charges are in addition to applicable service order charges contained in Section 4.2 of this tariff. All such charges will appear on the next bill following installation of the service.

Non-Recurring charges for installation of Residential lines are:

AT&T areas

New Install Per Line	\$65.00	(I)
Reactivation After Disconnection	\$65.00	(I)

Windstream areas

New Install per line	\$65.00	(I)
Reactivation After Disconnection	\$80.00	

¹Additional Line installation charges apply only when 2 or more lines are installed at the same time and at the same Customer Premises.

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RATES (CONT'D.)

4.3 Basic Local Service Rates (Cont'd.)

4.3.2 Lifeline Rates and Charges

A. General

Lifeline is provided as a monthly credit on the eligible residential subscriber's access line bill for local service.

Service Charges in Section 4.2 are applicable for installing or changing Lifeline service.

The Secondary Service Charge in Section 4.2 is not applicable when existing service is converted intact to Lifeline service.

B. The Lifeline credit passed through to the customer consists of

1. Federal Credit, one per Lifeline

	<u>Monthly Credit</u>	
a. Supplemental Security Income (SSI)	\$9.25	
b. Supplemental Nutrition Assistance Program (SNAP) a.k.a. Food Stamps or ETB	\$9.25	(T)
c. Medicaid	\$9.25	
d. Federal Public Housing (FPHA) Section 8	\$9.25	(T)
e. Veteran's Pension and Survivor Benefit Programs	\$9.25	(C) (D) (D)

2. State credit

(a) One per Lifeline service	\$3.50
------------------------------	--------

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**KENTUCKY
PUBLIC SERVICE COMMISSION**

**Talina R. Mathews
EXECUTIVE DIRECTOR**

Talina R. Mathews

~~EFFECTIVE: December 1, 2016~~
EFFECTIVE

12/1/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

RATES (CONT'D.)

4.3 Basic Local Service Rates (Cont'd.)

4.3.3 Business Local Exchange Service Lines (2) (N)

A. Monthly Recurring Charges

The following charges apply to Business Local Exchange Service lines per month. Rates and charges include touchtone service for each line. The rates and charges below apply to service provided on a month-to-month or term basis.

Plan	Month-to-Month
Basic Line	\$39.95
Local Choice	\$49.95
Regional Choice	\$59.95
National Choice	\$69.95

B. Usage Sensitive Charges and Allowances

1. Flat Rate Service

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

C. Non-Recurring Charges

Non-Recurring charges apply to each line installed for the Customer. Non-Recurring charges are in addition to applicable service order charges contained in Section 4.2 of this tariff. All such charges will appear on the next bill following installation of the service.

Non-Recurring charges for installation of Business lines are:

AT&T areas	
New Install, Per Line	\$75.00
Reactivation After Disconnection	\$75.00
Windstream areas	
New Install, Per Line	\$75.00
Reactivation After Disconnection	\$75.00

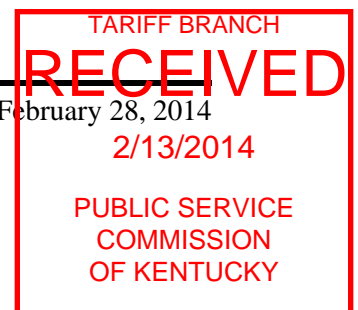
¹Additional Line installation charges apply only when 2 or more lines are installed at the same time and at the same Customer Premises.

2. All former SE Acquisition and Lightyear packages have been grandfathered. (N)

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RATES (CONT'D.)

4.4 Optional Calling Features

4.4.1 Features Offered on Monthly Basis

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature. A Secondary Service Order Charge applies per order subsequent to the initial establishment of local exchange service.

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Local Exchange Services

RATES (CONT'D.)

4.4 Optional Calling Features (Cont'd.)

4.4.1 Features Offered on Monthly Basis (Cont'd.)

<u>Feature Description</u>	<u>Business</u>		<u>Residential</u>	
3 Way Calling	\$8.63		\$8.05	
3 Way Calling w/Transfer	\$8.99	(I)	\$8.05	
Accounting Code	\$16.00	(N)	N/A	(N)
Call Block	\$8.05		\$10.00	(I)
Call Forward Busy	\$7.50	(I)	\$3.30	(I)
Call Forward Variable	\$11.50	(I)	\$8.05	
Call Fwd Don't Answer w/RC	\$6.20	(I)	\$3.70	(I)
Call Return	\$10.20	(I)	\$8.05	
Call Tracing	\$8.48	(I)	\$5.75	
Call Waiting	\$9.63	(I)	\$9.62	(I)
Call Waiting w/CID Opt	\$7.50	(I)	\$9.62	(I)
Caller ID	\$12.65		\$11.30	(I)
Caller ID Block	\$5.75		\$5.75	
Caller ID Deluxe	\$17.10	(I)	\$17.10	(I)
Distinctive Ring	\$9.70	(I)	\$6.90	
Enhanced Caller ID	\$20.55	(I)	\$9.05	(I)
Hunting	\$19.00	(I)	\$5.95	
Preferred Call Forwarding	\$7.50	(I)	\$5.75	
Remote Access to Call Fwd	\$8.57		\$8.05	
Repeat Dialing	\$8.50	(I)	\$5.75	
Restrict International	\$5.95		\$5.95	
Restrict Toll	\$7.90	(I)	\$7.00	(I)
Simultaneous Call Forwarding	\$5.75		\$4.89	
Speed Call 30	\$9.05	(I)	\$5.75	
Speed Call 8	\$7.48		\$5.18	

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Local Exchange Services

RATES (CONT'D.)

4.5 Directory Assistance and Listing Services

4.5.1 Directory Assistance Service

Each Local Directory Assistance Call	\$2.99 (I)
Each Long Distance Directory Assistance Call	\$2.99 (I)

4.5.2 Directory Listings

A. Additional Listings

The following rates and charges apply to additional listings requested by the Customer over and above those free listings provided for herein. A Secondary Service Order Charge applies per order subsequent to the initial establishment of local exchange service.

	Residential	Business
Each Additional Listing	\$2.00	\$2.60
Foreign Listing	N/A	\$2.30
Cross-Reference Listing	N/A	2.70

B. Non-published Service

There is a monthly charge for each non-published service. This charge does not apply if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period. A Secondary Service Order Charge applies per order subsequent to the initial establishment of local exchange service.

	Residential	Business
Non-Published Service, per Month	\$6.00	\$6.00

C. Non-listed Service

There is a monthly charge for each non-listed service. This charges applies if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period. A Secondary Service Order Charge applies per order subsequent to the initial establishment of local exchange service.

	Residential	Business
Non-Listed Service Charge, per Month	N/A	\$4.00

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Local Exchange Services

RATES (CONT'D.)

4.6 Local Operator Assisted Services

The per call charges below are in addition to any other applicable usage charges identified in this tariff.

Customer Dialed Calling/Credit Card	\$0.80
Operator Dialed Calling/Credit Card	\$3.05
Operator Station	
Billed Collect	\$3.05
Billed to Third Party	\$3.05
Billed to Line	\$3.05
Person-to-Person	\$5.70
Operator Dialed Surcharge	\$0.80
Partially Automated Surcharge	\$2.75

Busy Line Verification and Line Interrupt Service:

Per Busy Line Verification, Per Call	\$6.45
Per Line Interruption, Per Call	\$12.90

4.7 [Reserved for Future Use]

(D)
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(D)

4.8 Access Recovery Fee

The Access Recovery Fee funds a contribution towards partially offsetting the Company's higher costs to provide services, support its infrastructure, and recover costs associated with federally mandated charges. This charge is applied to each local or long-distance line.

Current Rate	\$0.75
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Local Exchange Services

RATES (CONT'D.)

4.9 BirchNet Rates

A. BirchNet Basic Line

	AT&T CLLI's	Windstream CLLI's	Additional CLLI's
<u>Business</u>			
12 mo	\$79.95 (I)	\$94.95 (I)	\$79.95 (I)
24/36 mo	\$78.95 (I)	\$91.95 (I)	\$78.95 (I)
<u>Residential</u>			
12/24/26 mo	\$69.95	\$94.95 (I)	\$69.95

B. BirchNet Essentials

	AT&T CLLI's	Windstream CLLI's	Additional CLLI's
<u>Business</u>			
12 mo	\$82.95 (I)	\$108.95 (I)	\$108.95 (I)
24/36 mo	\$80.95 (I)	\$105.95 (I)	\$105.95 (I)
<u>Residential</u>			
12/24/26 mo	\$80.95 (I)	\$108.95 (I)	\$108.95 (I)

C. BirchNet Value Line

	AT&T CLLI's	Windstream CLLI's	Additional CLLI's
<u>Business</u>			
12 mo	\$74.95 (I)	\$79.95 (I)	\$79.95 (I)
24/36 mo	\$73.95 (I)	\$76.95 (I)	\$76.95 (I)
<u>Residential</u>			
12 mo	\$66.95 (I)	\$79.95 (I)	\$66.95 (I)
24/36 mo	\$66.95 (I)	\$79.95 (I)	\$66.95 (I)

D. BirchNet Basic Plus

	AT&T CLLI's	Windstream CLLI's	Additional CLLI's
<u>Business</u>			
12 mo	\$79.95 (I)	\$94.95 (I)	\$79.95 (I)
24/36 mo	\$78.95 (I)	\$91.95 (I)	\$78.95 (I)
<u>Residential</u>			
12 mo	\$69.95	\$94.95 (I)	\$69.95
24/36 mo	\$69.95	\$94.95 (I)	\$69.95

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SPECIAL ARRANGEMENTS

5.1 Individual Case Basis (ICB) Arrangements

Special arrangements may be undertaken on a reasonable effort basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this tariff or any applicable contract, or for the provision of service on an expedited basis or in some other manner different from the normal tariff or contract conditions. Appropriate recurring charges and/or Non-Recurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

5.2 Contract Pricing

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, Non-Recurring, or usage charges. The terms of the contract may be based partially or completely on the term and revenue commitment, mixture of services, or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specific in each individual contract.

5.3 Promotional Programs

The Company may, from time to time, offer services in this tariff at special promotional rates and/or terms. Promotional offerings will have an ending date. All rates and terms contained in this tariff shall continue to apply unless specifically addressed in the promotional agreements.

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