

# TeleHub Network Services Corporation

P.S.C. Ky. No. 1

Cancels P.S.C. Ky. No. \_\_\_\_\_

TeleHub Network Services Corporation

of

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

Rates, Rules and Regulations for Furnishing  
INTRASTATE TELECOMMUNICATION SERVICES

AT

COMMONWEALTH OF KENTUCKY

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

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

FILED WITH PUBLIC SERVICE COMMISSION OF *Phyllis Fannin*  
KENTUCKY DIRECTOR, RATES & RESEARCH DIV.

ISSUED June 10, 19 97 EFFECTIVE July 17, 19 97

ISSUED BY TeleHub Network Services Corporation  
(Name of Utility)

BY *Barry C. Lescher*  
Barry C. Lescher

CHECK PAGE

Each page of this Tariff is effective as of the date shown at the bottom of the page. Original and revised pages as named below comprise all changes from the original Tariff.

<u>PAGE</u>	<u>REVISION</u>
1	Original Page
2	Original Page
3	Original Page
4	Original Page
5	Original Page
6	Original Page
7	Original Page
8	Original Page
9	Original Page
10	Original Page
11	Original Page
12	Original Page
13	Original Page
14	Original Page
15	Original Page
16	Original Page
17	Original Page
18	Original Page
19	Original Page
20	Original Page
21	Original Page
22	Original Page

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 17 1997

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)  
BY: Phyllis Fanning  
DIRECTOR, RATES & RESEARCH DIV.

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President  
Barry C. Lescher

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

CHECK PAGE (continued)

<u>PAGE</u>	<u>REVISION</u>
23	Original Page
24	Original Page
25	Original Page
26	Original Page
27	Original Page
28	Original Page
29	Original Page
30	Original Page
31	Original Page
32	Original Page
33	Original Page
34	Original Page
35	Original Page
36	Original Page
37	Original Page
38	Original Page
39	Original Page
40	Original Page
41	Original Page
42	Original Page
43	Original Page
44	Original Page
45	Original Page
46	Original Page
47	Original Page
48	Original Page

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 17 1997

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Phyllis Lannin  
DIRECTOR, RATES & RESEARCH DIV

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President  
Barry C. Lescher

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

CHECK PAGE (continued)

<u>PAGE</u>	<u>REVISION</u>
49	Original Page
50	Original Page
51	Original Page
52	Original Page
53	Original Page
54	Original Page
55	Original Page
56	Original Page
57	Original Page
58	Original Page
59	Original Page
60	Original Page
61	Original Page
62	Original Page
63	Original Page
64	Original Page
65	Original Page
66	Original Page
67	Original Page
68	Original Page
69	Original Page
70	Original Page
71	Original Page
72	Original Page
73	Original Page
74	Original Page

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 17 1997

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Phyllis Lannin  
DIRECTOR, RATES & RESEARCH DIV.

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

CHECK PAGE (continued)

<u>PAGE</u>	<u>REVISION</u>
75	Original Page
76	Original Page
77	Original Page
78	Original Page
79	Original Page
80	Original Page
81	Original Page
82	Original Page
83	Original Page
84	Original Page
85	Original Page
86	Original Page
87	Original Page
88	Original Page
89	Original Page
90	Original Page
91	Original Page
92	Original Page
93	Original Page
94	Original Page
95	Original Page
96	Original Page
97	Original Page
98	Original Page
99	Original Page

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

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

BY: Phyllis Lannin  
DIRECTOR, RATES & RESEARCH DIV.

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President  
Barry C. Lescher

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

MASTER TABLE OF CONTENTS

	<u>Page No.</u>
Check Page	2
Master Table of Contents	6
Concurring, Connecting or Other Participating Carriers	7
Symbols	7
Tariff Format	8
Section 1 - Technical Terms and Abbreviations	9
Section 2 - Rules and Regulations	16
Section 3 - Description of TeleHub Services	68
Section 4 - TeleHub Rates and Charges	78
Section 5 - Description of Network Services	86
Section 6 - Network Services Rates and Charges	93

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

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

BY: Phyllis Lannin  
DIRECTOR, RATES & RESEARCH DIV.

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President  
Barry C. Lescher

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

**CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS**

None

**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- C - Changed regulation
- D - Discontinued rate or regulation
- I - Increase
- M - Matter relocated without change
- N - New rate or regulation
- R - Reduction
- S - Reissued matter
- T - Change in text, but no change in rate or regulation
- Z - Correction

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

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

BY: Phyllis Lammie  
DIRECTOR, RATES & RESEARCH DIV.

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President  
Barry C. Lescher

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

**TARIFF FORMAT**

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- 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 Commission. For example, the 4th revised page 14 cancels the 3rd revised page 14.
- C. **Paragraph Numbering Sequence** - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1
  - 2.1.1
  - 2.1.1 (A)
  - 2.1.1 (A).1
  - 2.1.1 (A).1.a
  - 2.1.1 (A).1.a.i
- D. **Check Pages** - When a Tariff filing is made with the Commission, an updated check page accompanies the Tariff filing. The check page lists the pages contained in the Tariff, with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 17 1997

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Phyllis Lannin  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President  
Barry C. Lescher

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

## SECTION 1- TECHNICAL TERMS AND ABBREVIATIONS

**Add'l:** Add'l is an abbreviation for additional.

**Advanced Intelligent Network:** An Advanced Intelligent Network ("AIN") is an evolving, service independent network architecture that provides important new capabilities for the rapid creation of customizable telecommunications services by network/service providers and their customers.

**Applicant:** Applicant is any entity or individual who applies for Service under this Tariff.

**Automatic Number Identification:** Automatic Number Identification ("ANI") is a series of digits that identifies the originator of the call.

**Average Total Usage:** Average Total Usage ("ATU") is calculated by averaging the most recent three months' interstate, intrastate, and international usage or other for all ANI's to be provisioned via a Service offered by the Company. For Customers with multiple locations, the usage for all locations will be included in the calculation. If the Customer's traffic varies significantly from month-to-month, the Company may determine ATU by averaging more than three months' bills.

**Blocking:** Blocking is a temporary condition that may be initiated by the Company or the DUC so that the Customer cannot complete a telephone call.

**Business Affinity Group:** A Business Affinity Group is a trade association representing business entities or individuals within an industry, profession, or business classification, or a commercial organization with affiliated franchises, independent agents, independent distributors, business in common or other multiple commercial representatives (e.g., an entity providing a reservation system and its users, an entity and its major suppliers, an entity and its independent dealerships, a service entity and the business to which it provides services under contract), a professional trade association representing state associations, or a buying group not organized for the purpose of qualifying for the discounts provided for herein. Unless otherwise specified in this Tariff or in the agreement with the Business Affinity Group, Customers who subscribe to service under this agreement are not entitled to any promotional discounts or credits described elsewhere in this tariff and their usage of the services under the agreement cannot be used to qualify for any other benefits under this Tariff or under contractual arrangements between the Company and third parties who have subscribed to service through the Affinity Group and later cease to be members.

JUL 17 1997

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

DIRECTOR/RATES &amp; RESEARCH DIV.

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry Q. Lescher  
Barry Q. Lescher

Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

 SECTION 1- TECHNICAL TERMS AND ABBREVIATIONS
 

---

**Business Customer:** A Business Customer is a Customer who subscribes to the Company's service(s) in the name of a business, trade, or profession.

**Competitive Access Provider:** Competitive Access Provider ("CAP") is any provider of local access service other than the Local Exchange Carrier.

**Calling Card:** A credit card issued and used for charging local and long distance calls.

**Cardholder:** Cardholder is the associate, member, Customer, or other individual that uses the Company's Prepaid Calling Card Service or Calling Card Service.

**Competitive Local Exchange Carrier:** Competitive Local Exchange Carrier ("CLEC") is any carrier or reseller, other than the incumbent LEC, offering local exchange telecommunications services.

**Company:** Company refers to TeleHub Network Services Corporation.

**Commission:** Commission refers to the Public Service Commission of Kentucky or any succeeding agency.

**Conference Bridge:** Equipment which allows for three or more participants on the same call.

**Coordinator:** Coordinator is a term used in conjunction with the TeleHub Audioconferencing Service and is the operator responsible for a given conference call.

**Credit Card:** Credit Card refers to Visa®, MasterCard®, or other Credit Card companies as appropriate.

**Customer:** The Customer is a person or legal entity which subscribes to Services from the Company and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

**Debit Card:** A debit card allows a Customer to purchase a predetermined amount of access to the Company's long distance and directory assistance Services prior to the use of a Prepaid Calling Card.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 17 1997

PHILLIS LAMM  
BY: Phyllis Lamm  
DIRECTOR, RATES & RESEARCH DIV.

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President 1375 Tri-State Parkway, Suite 250  
Barry C. Lescher Gurnee, Illinois 60031

SECTION 1- TECHNICAL TERMS AND ABBREVIATIONS

**Dedicated Access:** If a Customer's location has a direct path to the TeleHub network, it is considered Dedicated Access. In telecommunications terminology, this is also referred to as "Special Access."

**Designated Underlying Carrier:** Designated Underlying Carrier ("DUC") refers to any interexchange carrier that provides long distance service resold by the Company pursuant to this tariff.

**Employees:** The term "Employees" refers to the active and retired employees of the Company and all subsidiaries, affiliates, and any other groups designated by the Company.

**Exemption Certificate:** An Exemption Certification is a written notification wherein the Customer certifies that its dedicated facility should be exempted from the monthly special access surcharge because, for example, the facility is associated with a Switched Access service that is subject to carrier common line charges.

**End User:** End User is the person or legal entity which uses the Service provided by the Company.

**Federal Communications Commission:** The Federal Communications Commission ("FCC") is the U.S. federal agency responsible for the regulation of interstate and international communications by radio, television, wire, satellite and cable.

**Host:** The term Host is used in conjunction with TeleHub Audioconferencing Service and refers to the Customer's coordinator of a conference call.

**Inbound Service:** The Company's Inbound Service(s) permit calls to be completed to the Customer's location without charge to the calling party. Access to Inbound Service is gained by dialing a ten-digit telephone number, (800/888) NXX-XXXX, which terminates at the Customer's requested location.

**Independent Platform Provider:** The Independent Platform Provider ("IPP") is a third party service provider for a particular service.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 17 1997

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

BY Phyllis Linn  
DIRECTOR, RATES & RESOURCES DIV.  
Effective Date: July 17, 1997

Date of Issue: ~~June~~ 10, 1997

Issued By: Barry C. Lescher Executive Vice President  
Barry C. Lescher

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

## SECTION 1- TECHNICAL TERMS AND ABBREVIATIONS

**Interexchange Carrier:** An Interexchange Carrier ("IXC") is a provider of IntraLATA and InterLATA telephone service.

**InterLATA Call:** An interLATA call is any call that originates in one LATA and terminates in a different LATA.

**IntraLATA Call:** An intraLATA call is any call that originates and terminates within the same LATA.

**Joint User:** A Joint User is a corporation, association, partnership, or individual that is permitted to use a Customer's Service by mutual agreement between the Customer and the Joint User in accordance with the terms and conditions of this Tariff.

**Local Access Transport Area:** Local Access Transport Area ("LATA") is a geographic area established for the provision and administration of communications service as provided for in the Modification of Final Judgment and any further modification thereto.

**Local Exchange Carrier:** Local Exchange Carrier ("LEC") is the local phone company which can be either a Bell Operating Company or an independent (e.g. GTE) which provides local transmission services.

**Letter of Agency:** Letter of Agency ("LOA") is a letter sent by the Customer to the local or long distance telephone company, authorizing the local or long distance telephone company to act on the Customer's behalf to provide communication and network services.

**Modification of Final Judgment:** Modification of Final Judgment refers to the judicial opinion set forth at United States vs. American Telephone & Telegraph Company, 552 F. Supp. 131 (D.D.C. 1982).

**Minutes of Use:** Minutes of Use ("MOU") is a term used to denote the number of minutes that a circuit is in use.

**Numbering Plan Area:** Numbering Plan Area ("NPA") is more commonly referred to as an area code.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 17 1997

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

Date of Issue: June 10, 1997

Issued By: Barry C. Lescher Executive Vice President  
Barry C. Lescher

BY: Phillip Hanning  
Effective Date: July 1, 1997  
DIRECTOR, RATES & RESEARCH DIV.  
1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

## SECTION 1- TECHNICAL TERMS AND ABBREVIATIONS

**NPA Centroid:** NPA Centroid is the rating center which is used to calculate mileage for inbound 800/888 calls and Calling Card calls. (See "Rate Center".)

**NXX:** NXX is the first three digits of the Customer's telephone number. N is a number between 2 and 9. X is a number between 0 and 9.

**Private Branch Exchange:** Private Branch Exchange ("PBX") is a private switch used to connect telephone lines to trunks for the completion of local and long distance telephone and data calls.

**Person-to-Person:** A Person-to-Person call is any operator-handled call whereby the person originating a call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

**Personal Identification Number:** Personal Identification Number ("PIN") is a unique number assigned to each Calling Card or Prepaid Calling Card for the purpose of accessing Service.

**Platform:** Platform refers to the proprietary computer technology that provides TeleHub network services.

**Point-of-Sale:** Point-of-Sale is the location at which the Cardholder purchases the Prepaid Calling Card.

**Point-of-Presence:** A Point-of-Presence ("POP") may be (a) the central office of the DUC; (b) a location where the LEC, CLEC or CAP hands off the traffic of the Company's Customers to the DUC or the Company; or (c) the location where the Customer's facility interconnects with the DUC or the Company.

**Postalized:** Postalized services are services whose rates are structured so that they are not distance sensitive but depend on other factors such as the duration of the call.

**Prepaid Calling Card:** Prepaid Calling Card Service (also called a debit card) allows a Customer to purchase a predetermined amount of access to the Company's long distance and directory assistance services prior to the use of service(s).

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 17 1997

Date of Issue: June 10, 1997

PURSUANT TO 807 KAR 5:011,  
Effective Date: July 17, 1997 SECTION 9 (1)

Issued By: Barry C. Lescher Executive Vice President  
Barry C. Lescher

1375 Tri-State Parkway, Suite 150  
Gurnee, Illinois 60031  
REGISTRATION & RESEARCH DIV.

---

**SECTION 1- TECHNICAL TERMS AND ABBREVIATIONS**

---

**Primary Interexchange Carrier:** The Primary Interexchange Carrier ("PIC") is the long distance company to which traffic from a given location is automatically routed when dialing 1+ in equal access areas. The PIC is identified by a code number which is assigned by the local telephone company to the telephone numbers of all the subscribers to that carrier to ensure the calls are routed over the correct network.

**Public Utility Commission:** Public Utility Commission ("P.U.C.") is the state body charged with regulating phone companies.

**Rate Center:** A Rate Center is a specified geographical location used for determining mileage measurements. (See NPA Centroid.)

**Reseller:** Reseller denotes a Company that resells Service(s), usually by purchasing a block of long distance calling minutes for resale in smaller blocks to its customers.

**Residential Affinity Group:** A Residential Affinity Group is a group with a common employer whose employer agrees to meet a specific set of criteria within twelve (12) months of undertaking to qualify as an Affinity Group and thereafter maintains them, the alumni of a college, university, or other institution of higher learning who are members of an association, individuals who are members of any organization or association (e.g. a professional association, non-profit organization, or buying club) where the organization or association agrees to meet a specific set of criteria within twelve (12) months of undertaking to qualify as an affinity group and thereafter maintains them. Unless otherwise specified in this Tariff or in the agreement with the Residential Affinity Group, Customers who subscribe to service under this agreement are not entitled to any promotional discounts or credits described elsewhere in this Tariff and their usage of the services under the agreement cannot be used to qualify for any other benefits under this Tariff or under contractual arrangements between the Company and third parties who have subscribed to service through the affinity group and later cease to be members.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 17 1997

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Phyllis Lammie  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: ~~June~~ 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

**SECTION 1- TECHNICAL TERMS AND ABBREVIATIONS**

**Residential Customer:** A Residential Customer is a Customer who subscribes to a Service for a non-business, non-trade, or non-professional purpose.

**Service:** Service consists of any telecommunications Service provided by the Company pursuant to this Tariff.

**Site:** Site is a term used in connection with TeleHub Audioconferencing and refers to the telephone line connected to the Conference Bridge.

**Special Access:** See Dedicated Access.

**State:** State refers to the Commonwealth of Kentucky.

**Station-to-Station:** For the purposes of this Tariff, Station-to-Station is any operator-handled call which is not a Person-to-Person call.

**Switched Access:** If the Customer's location has a transmission line that is switched through the LEC, CLEC or CAP to reach the long distance network, the access is switched.

**Vertical & Horizontal:** Vertical & Horizontal ("V&H") grid coordinates are a pair of numbers on a grid of the North American Continent. The V&H coordinates are used to determine the "airline distance" between any two rate centers.

**Virtual Service Management System:** Virtual Service Management System ("VSMS") is the Company's proprietary AIN platform front-end database integrator for billing, management and control interfacing adjuncts.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

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

BY: Phyllis Lammie  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: ~~June~~ 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President

Barry C. Lescher

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

**SECTION 2 - RULES AND REGULATIONS**

---

**2.1 Undertaking of the Company**

- 2.1.1 This Tariff contains the description, regulations, and rates applicable to intrastate IntraLATA and intrastate InterLATA telecommunications Service offered by the Company. Service is furnished for communications originating and terminating at points within the State under terms of this Tariff. Service is provisioned via the Company's switch, or by the DUC, or both. The selection of the method of provisioning Service to the Customer is made by the Company. The selection of the DUC is made by the Company. This Tariff applies to intrastate IntraLATA and InterLATA services furnished within the State in compliance with and pursuant to Commission rules and regulations applicable thereto.
- 2.1.2 The Company will not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, without limitation, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of the Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

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

BY: Phyllis Lamm  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

**SECTION 2 - RULES AND REGULATIONS**

---

**2.2 Limitations On Service**

- 2.2.1 Service is offered subject to the availability of facilities, the Company's ability to provision the order, and the provisions of this Tariff. The Company reserves the right, without incurring liability, to refuse to provide Service to or from any location where the necessary facilities, equipment, systems, and/or switch software are not available. Initial and continuing Service is offered subject to the availability of necessary facilities and/or equipment, including those to be provided by the DUC(s), the Company, CLECs, CAPs, or the LEC.
- 2.2.2 Except for TeleHub Audioconferencing Service, all Services provided according to this Tariff are intrastate add-on Services available from the Company only if the Customer subscribes to the Company's comparable interstate Service offering or interstate promotional offering. Intrastate Service is not sold on a stand-alone basis. All Switched Access services are only available in equal access areas. All Dedicated Access services are available anywhere in the State. Calling Card and Prepaid Calling Card calls may originate anywhere in the State.
- 2.2.3 Without incurring liability, the Company reserves the right to discontinue Service or to limit the use of Service, when necessitated by conditions beyond the Company's control, or when the Customer or End User is using Service in violation of the law or in violation of the provisions of this Tariff.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Phyllis Lammie  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: ~~June~~ 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President  
Barry C. Lescher

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

## SECTION 2 - RULES AND REGULATIONS

## 2.2 Limitations on Service (continued)

2.2.4 Conditions under which the Company may, without notice, suspend Service without liability include, but are not limited to:

- (A) Customer's or End User's use of the Service which constitutes a violation of any laws, government rules, regulations, or policies; or
- (B) Any order or decision of a court or other governmental authority which prohibits the Company from offering such Service; or
- (C) Termination necessary to protect the Company or third parties against unauthorized, fraudulent, or unlawful use of any Company Services, or to otherwise protect the Company's personnel, agents, or Service; or
- (D) Misuse of the Company's switch or DUC's network by Customers or End Users; or,
- (E) Use of the DUC's network for any fraudulent or unlawful purpose by Customers or End Users; or
- (F) Emergency, threatened, or actual disruption of Service to other Customers; or
- (G) Unauthorized or fraudulent procurement of Service, including a misrepresentation of fact relevant to the conditions under which Service is applicable or Customer obtains or continues to receive Service; or
- (H) Fraudulent billing information; or
- (I) Customer's check or draft is returned unpaid for any reason; or
- (J) Refusal by the Customer to allow the Company or representatives of the Company reasonable access to the Customer's facilities as required to provision Service.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 17 1997

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

*Shelley H. Hennin*  
DIRECTOR, RATES & RESEARCH DIV.

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: *Barry C. Lescher*  
Barry C. Lescher

Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.5 In the event the Company or the DUC learn of actual or possible unauthorized, fraudulent, or unlawful use of any Service(s), the Company will make an effort to contact the Customer, but Service may be suspended without notice and without liability to the Company. Service may be suspended by the Company without incurring liability by Blocking all calls or by Blocking calls to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk.

2.2.6 If the Company is notified by the DUC or otherwise reasonably concludes that Customer-provided equipment does not pass back appropriate answer supervision to the long distance network, the Company will notify the Customer. If the Customer cannot correct the problem and if Customer-provided equipment continues to provide inappropriate answer supervision to the long distance network, the Company reserves the right to suspend or terminate the Customer's Service. The Company will give the Customer five (5) days written notice of its intent to suspend Service.

2.2.7 Conditions under which the Company may, with notice, terminate Service without liability include, but are not limited to:

- (A) Failure to pay for or provide assurances of, or security for, the payment of the Company's charges as per Section 2.8 of this Tariff; or
- (B) Customer's or End User's use of the Service constituting a violation of the provisions of this Tariff; or
- (C) Abandonment of the premises served; or
- (D) Insufficient billing information; or
- (E) Customer failing to correct any condition listed in Sections 2.2.4, 2.2.5 or 2.2.6 of this Tariff.

PUBLIC SERVICE COMMISSION  
 OF KENTUCKY  
 EFFECTIVE

**JUL 17 1997**

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

BY: Phyllis Lamm  
 DIRECTOR, RATES & RESEARCH DIV.

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President  
 Barry C. Lescher

1375 Tri-State Parkway, Suite 250  
 Gurnee, Illinois 60031

---

SECTION 2 - RULES AND REGULATIONS

## 2.2 Limitations On Service (continued)

- 2.2.8 Calls that may not be completed using Prepaid Calling Card Service include long distance operator services such as person-to-person or collect calls, TeleHub Audioconferencing calls, busy line verification service, interruption service, calls requiring time and charges, air-to-ground calls, marine/satellite calls, and calls placed via dialing a 500, 700, 900, or 800/888 number other than the universal 800/888 access number printed on the Cardholder's card.
- 2.2.9 The Company reserves the right to change DUCs at any time.
- 2.2.10 Recording of telephone conversations provided pursuant to Service under this Tariff is prohibited except as authorized by applicable federal, state, and local laws.
- 2.2.11 Service may not be transferred or assigned without the Company's written consent. All regulations and conditions contained in this Tariff and all other applicable Service conditions will apply to all such permitted assignees or transferees.
- 2.2.12 A third party call is any call charged to a number other than that of the called or calling party. The Company reserves the right to refuse to process a third party call when the Company cannot confirm acceptance of charges at the third number.
- 2.2.13 The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions of this Tariff will remain, at all times, in full force and in effect until modified in writing, signed by the Company and Customer.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 17 1997

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)BY: *Phyllis Lammie*  
DIRECTOR OF RATES & RESEARCH DIV.  
Effective Date: July 17, 1997

Date of Issue: June 10, 1997

Issued By: *Barry C. Lescher* Executive Vice President  
Barry C. Lescher1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.14 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of Service includes, but is not limited to:

- (A) Service that is used by the Customer or End User to frighten, abuse, torment, or harass another; or
- (B) Service that is used by the Customer or End User in a manner which interferes with the use of Service by one or more other Customers; or
- (C) Service that is used by the Customer or End User to place calls by means of illegal equipment, service, or device; or
- (D) Service that is used by the Customer or End User to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge.

2.2.15 For Inbound Services, the Customer may select to receive calls from the (1) U.S. Mainland; (2) United States; or (3) United States, Puerto Rico, and Virgin Islands. The Customer may further restrict the receipt of inbound calls from within the United States by area code, LATA, NPA-NXX, or by RBOC territory.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 17 1997

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Phyllis Lannin  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

## SECTION 2 - RULES AND REGULATIONS

## 2.3 Limitation of Liability

## 2.3.1 The Company will not be liable for:

- (A) Any act or omission of any other company or companies furnishing a portion of the Service or facilities, equipment or Service associated with such Service.
- (B) Any defacement of, or damage to, the equipment or premises of a Customer resulting from the provision of Service when such defacement or damage is not the result of the Company's negligence.
- (C) Damages caused by the negligence or willful misconduct of the Customer.
- (D) Any failure to provide or maintain Service under this Tariff due to circumstances beyond the Company's reasonable control.
- (E) Failure or delay in the delivery of Prepaid Calling Cards or Calling Cards.
- (F) Any special or consequential damages or any lost revenues or lost profits of any kind or nature arising out of the furnishing of or interruption in Service contained in this Tariff, even if Company is advised of the possibility of the same.
- (G) The use or abuse of any Service described herein by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service or device. In the case of 800/888 Service, this also applies to third parties who dial the Customer's inbound number by mistake.
- (H) Any claim where the Customer indemnifies the Company or Kentucky Section 2.5 of this Tariff.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 17 1997

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

Date of Issue: June 10, 1997

Issued By: Barry C. Lescher Executive Vice PresidentEffective BY Date: July 17, 1997  
DIRECTOR, RATES & RESEARCH DIV  
1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

## SECTION 2 - RULES AND REGULATIONS

## 2.3 Limitation of Liability (continued)

## 2.3.1 (continued)

- (I) Any action, such as Blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unlawful use of its Service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties. The liability provided for above, will, in each case, be in addition to any amounts that may otherwise be due the Customer under this Tariff as a credit allowance for the interruption of Service.
- (J) Any claim where the Reseller indemnifies the Company pursuant to Section 2.5 or Section 2.6 of this Tariff.

2.3.2 The Company will use its best efforts to provide Services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide or maintain Service to its Customers; negligent or defective Services to Customers; equipment, computer, network, or electrical malfunctions of any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.

2.3.3 The Company does not undertake to transmit messages but furnishes the use of its Services to its Customers for telecommunications. The Company is not responsible for the content of the Customer's messages.

2.3.4 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of providing Service hereunder, where such damages were not caused by the Company's willful misconduct, will in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the call during which such mistake, omission, interruption, delay, error or defect occurred. The Company will not be liable for damages caused by the negligence or willful misconduct of the Customer.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 17 1997

PURSUANT TO KAR 5011,  
SECTION 9 (1)

BY: Phyllis Lammie  
DIRECTOR, RATES & RESEARCH DIV

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.5 The Company's will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to:

- (A) Unavoidable interruption in the working of transmission facilities; or
- (B) Natural disasters such as storms, fire, flood, or other catastrophes; or
- (C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entities, or of any civil or military authority; or
- (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or
- (E) Notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees, if committed beyond the scope of their employment.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JUL 17 1997

2.3.6 Without liability, the Company may rely on CLECs, LECs, DUCs, or other third parties to provide a portion of the Company's Service.

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

BY: Phyllis Lammis

2.3.7 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors, or assignees or which arise from, or are caused by, the use of facilities or equipment of Customer or related parties, will not result in the imposition of any liability whatsoever upon the Company. In addition, a portion or all of the Service may be provided over facilities of third parties, and the Company will not be liable to Customer or any other person, firm, or entity in any respect whatsoever arising out of defects caused by such third parties.

DIRECTOR/RATES & RESEARCH DIV.

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

SECTION 2 - RULES AND REGULATIONS

## 2.3 Limitation of Liability (continued)

- 2.3.8 With respect to Service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties, whether expressed, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.
- 2.3.9 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.
- 2.3.10 Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for any damages, including but not limited to direct, indirect, actual, consequential, special, or punitive damages, or lost profits.
- 2.3.11 If the Company chooses to subcontract the production of Prepaid Calling Cards, Calling Cards, Company cannot be held liable for delays of delivery or any other problem(s) that are directly related to the subcontractor.
- 2.3.12 If the Company issues Prepaid Calling Cards, or Calling Cards with PINs that will not access the Service, the Company's sole liability will be the manufacturing and shipping costs associated with replacing such cards. This obligation is exclusive and is in lieu of all other warranties, express or implied, including but not limited to, any warranty of merchantability or fitness for a particular purpose. In no event will the Company be liable for special or consequential damages arising from the relationship or the conduct of business contemplated herein.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 17 1997

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)BY: Phyllis Lammie  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

**SECTION 2 - RULES AND REGULATIONS**

---

**2.3 Limitation of Liability (continued)**

2.3.13 The Company's liability will be limited to that expressly assumed in Section 2.3 of this Tariff. The Company will not be liable for any other direct, indirect, consequential, special, actual, or punitive damages, or for any lost revenues or lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder, absent a determination of willful misconduct by the Company through judicial or administrative proceedings. With respect to Service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.

2.3.14 Acceptance by the Commission of the liability provisions contained in this Tariff does not constitute its determination that the limitation of liability imposed by the Company should be upheld in a court of law, but the recognition that, as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefor, so it is the duty of the courts to determine the validity of the exculpatory provisions of this Tariff.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

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

BY: Phyllis Lannin  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher  
Barry C. Lescher

Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service

2.4.1 The Company's Services are available for use twenty-four hours per day, seven days per week.

2.4.2 The Service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. The Customer is liable for all obligations under this Tariff notwithstanding any sharing or resale of Services and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the Service in a manner that could interfere with Service provided to others or that could harm the switching facilities of the Company or the transmission/switching facilities of the DUC or others.

2.4.3 Service furnished by the Company will not be used for any unlawful or fraudulent purposes including but not limited to use of electronic devices, invalid numbers, and false credit devices to avoid payment for Service contained in this Tariff either in whole or in part. Service furnished by the Company may not be used to make calls which might reasonably be expected to frighten, abuse, torment, or harass another. The Service may not be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier, or an enhanced or electronic service provider who has subscribed to Service. However, this provision does not preclude an agreement between the Customer, authorized user, or Joint User to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use arrangement.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 17 1997

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

BY: Phyllis Larkin  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President  
Barry C. Lescher

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service (continued)

2.4.4 Service furnished by the Company may be arranged for joint use or authorized use. The Joint User or authorized user will be permitted to use such Service in the same manner as the Customer, but subject to the following conditions:

(A) The Customer must complete and provide to the Company all Service agreements and/or other documentation required by the Company to initiate Service.

(B) One Joint User or authorized user must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all Joint Users or authorized users in the application for Service. Service orders which involve the start, rearrangement or discontinuance of joint use or authorized use Service will be accepted by the Company only from that Customer and will be subject to all requirements of this Tariff.

(C) All charges for the Service will be computed as if the Service were to be billed to one Customer. The Joint User or authorized user which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. If designated Customer fails to pay the Company, each Joint User or authorized user will be liable to the Company for all charges incurred as a result of its use of Service. Each joint or authorized user must submit to the designated Customer a letter guaranteeing payment for the joint or authorized user's portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or authorized user understands that the Company will receive a copy of the guaranty from the designated Customer. The designated Customer will be responsible for allocating charges to each Joint User or authorized user.

(D) Joint use is a Service/billing allocation arrangement and not a resale arrangement. Neither the Customer nor any Joint User nor any third party engaged by either of them in connection with a joint use agreement or arrangement may mark up Service or otherwise profit from the joint use agreement or arrangement.

JUL 17 1997

Date of Issue: June 10, 1997

Issued By: Barry C. Lescher Executive Vice President

Effective Date: July 1, 1997 PURSUANT TO 607 KAR 5.011,

1375 Tri-State Parkway, Suite 250

Gurnee, Illinois 60077  
BY: Barry C. Lescher  
DIRECTOR, RATES & RESEARCH DIV

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 The Customer will indemnify, defend, and hold the Company harmless from and against:

- (A) Any claim asserted against the Company (and all attorney fees and expenses incurred by the Company with respect thereto) arising out of or relating to the failure of the Company to provide Service to the Customer.
- (B) Any and all liabilities, costs, damages, and expenses (including attorneys' fees), resulting from Customer's and it's Joint User's (or its employees', agents' or independent contractors') actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company Services or rates, or unauthorized or illegal acts of the Customer, its employees, agents, or independent contractors.
- (C) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of Customer's or End User's material, data, information, or other content transmitted via Service.
- (D) Violation by Customer or End User of any other literary, intellectual, artistic, dramatic, or musical right.
- (E) Violations by Customer or End User of the right to privacy.
- (F) Any other claims whatsoever relating to or arising from message content or the transmission thereof.
- (G) All other claims arising out of any act or omission of the Customer or End User in connection with Service provided by the Company

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 17 1997

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Phyllis Lammie  
DIRECTOR, RATES & RESEARCH DIV.

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President  
Barry C. Lescher

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

## SECTION 2 - RULES AND REGULATIONS

## 2.5 Obligations of the Customer (continued)

## 2.5.1 (continued)

- (H) Any loss, claim, demand, suit, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the provision or interruption of Service, whatever the cause and whether negligent or otherwise.
- (I) All claims related to lost or stolen Prepaid Calling Cards or Calling Cards.
- (J) Claims related to lost or stolen Calling Cards, except as described in Section 2.21.
- (K) Any and all liabilities, costs, damages, and expenses (including attorneys' fees), resulting (1) from Customer (or its employees' agents' or independent contractors', or Joint Users') actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company services or prices, or unauthorized or illegal acts of the Customer, its employees, agents, or independent contractor or Joint user or (2) from claims by third parties that any Prepaid Calling Cards, Calling Cards or PINs have been lost, stolen, or fraudulently issued or used; provided, however, that the Company will have no liability hereunder for special or consequential damages incurred by the Company; (3) or in the event that the Company chooses to have another company produce their Prepaid Calling Cards or Calling Cards, Company cannot be held liable for delays of delivery or any other problem that are directly related to the third party. In no event will the Company be obligated to restore any Prepaid Calling Card account, Calling Card Account, or otherwise reimburse any Cardholder for any calls charged to the Prepaid Calling Card account or Calling Card account, which such Cardholder denies having made.

JUL 17 1997

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

Date of Issue: June 10, 1997

Effective Date: July 1, 1997  
BY: *Arthur J. Janssen*  
DIRECTOR, RATES & RESEARCH DIV.Issued By: *Barry C. Lescher* Executive Vice President  
Barry C. Lescher1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

(L) Any and all liability not expressly assumed by the Company in Section 2.3 of this Tariff and arising in connection with the provision of Service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will concurrently pay all expenses (including attorneys' fees) and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith.

2.5.2 The Customer will be responsible for the payment of all charges for Service provided to Customer under this Tariff and for the payment of all excise, sales, use or other similar taxes that may be levied by a governing body or bodies in conjunction with or as a result of Service furnished to Customer under this Tariff. Also see Section 2.12 of this Tariff for additional information regarding the Customer's obligations concerning taxes.

2.5.3 The Customer is responsible for payment of all charges for Service provided by the Company and originating at Customer's number; accepted at Customer's number; billed to Customer's Calling Card or Prepaid Calling Card; or rendered at Customer's specific request, regardless of whether the Customer's facilities were fraudulently used or used without Customer's knowledge in full or in part; or in the case of inbound services, services terminating at customer's number.

2.5.4 The Company will not be required to consider any Customer claim for damages, adjustments, refunds, credits or cancellation of charges, unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, within the earlier of sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. If the Customer is not satisfied with the Company's resolution of any dispute, the Customer may make application to the Commission for review and disposition of the matter.

2.5.5 Upon the Customer's receipt of Company Prepaid Calling Cards, or Calling Cards, the Customer will assume all risk of loss or misuse of such cards.

PURSUANT TO 807 KAR 5.011,  
 SECTION 9 (1)

BY Phyllis Lewis  
 DIRECTOR OF RATES & RESEARCH DIV

Date of Issue: June 10, 1997

Issued By: Barry C. Lescher Executive Vice President  
 Barry C. Lescher

Effective Date: JUL 17 1997  
 1375 Tri-State Parkway, Suite 250  
 Gurnee, Illinois 60031

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.6 The Customer will indemnify and hold the Company harmless against any and all liabilities, costs, damages, and expenses (including attorneys' fees), resulting from claims by third parties that any Prepaid Calling Card, Calling Card, or PIN having been lost, stolen, or fraudulently issued or used; provided, however, that the Company will have no liability hereunder for special or consequential damages incurred by the Customer.

2.5.7 For Customers subscribing to the Company's Prepaid Calling Card Service or Calling Card Service, the Customer is responsible for all costs incurred by the Company in production, design, and distribution of the cards. All customized designs will be subject to the Company's review and approval when the Customer specifies a customized design. The Company will deliver to the Customer a prototype of a customized card for Customer approval before actual production occurs. Prior to the Company's fulfillment of the Customer's order, the Customer will advise the Company, in writing, of its approval of, or request for revisions of, such prototype. Any such requested revisions to the customized design will be subject to the Company's approval.

2.5.8 The Customer will be liable for reimbursing the Company for damages to facilities or equipment caused by the negligence or willful acts of the Customer's officers, employees, agents, contractors, or authorized End User(s) or Joint User(s).

2.5.9 If a Customer directly or indirectly authorizes third parties to use the Service, the Customer will indemnify and hold the Company harmless against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties or by others as a result of said parties' actions or omissions.

2.5.10 The Company's failure to provide or maintain Service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.

SECTION 9(1)  
OF KENTUCKY  
EFFECTIVE

JUL 17 1997

PURSUANT TO 807 KAR 5:011.

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President  
Barry C. Lescher

BY: Phillip J. Turner  
1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

## SECTION 2 - RULES AND REGULATIONS

## 2.5 Obligations of the Customer (continued)

2.5.11 The termination or disconnection of Service(s) by the Company pursuant to Sections 2.2.5, 2.2.6, and 2.19 of this Tariff does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination or disconnection. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

2.5.12 If Service is terminated pursuant to Section 2.2.5 or Section 2.2.6 of this Tariff, or if the Customer cancels Service pursuant to Section 2.19 of this Tariff, the Customer will be deemed to have canceled Service as of the date of such termination or cancellation and will be liable for any cancellation charges set forth in this Tariff.

2.5.13 The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with the long distance network. The Customer will ensure that the signals emitted into the long distance network do not damage equipment, injure personnel, or degrade Service to other Customers or other users of the network. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer will comply with applicable LEC, CLEC, or CAP signal power limitations.

2.5.14 A Customer of any of the Company's inbound Services must provide not less than ten (10) business days notice prior to implementation of special advertising or other new promotions likely to stimulate usage.

2.5.15 If a Prepaid Calling Card or Calling Card has a customized design, the design will be subject to the Company's review and approval, in the Company's sole discretion. The Company will deliver to the Customer a prototype of a customized Prepaid Calling Card or Calling Card. The Customer will advise the Company, in writing, of its approval of, or request for revisions of, the prototype prior to the Company's fulfillment of the Customer's order. Any such requested revisions to the customized design will be subject to the Company's approval. The Customer is responsible for all costs incurred by the Company in manufacturing a customized Prepaid Calling Card or Calling Card.

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

Date of Issue: ~~June~~ 10, 1997

Effective Date: ~~July 1997~~ *July 1997*

Issued By: *Barry C. Lescher* Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031  
DIRECTOR, RATES & RESEARCH DIV

JUL 17 1997

## SECTION 2 - RULES AND REGULATIONS

## 2.5 Obligations of the Customer (continued)

2.5.16 Upon the Customer's receipt of Company Prepaid Calling Card and/or Calling Card, the Customer will assume all risk of loss or misuse of such Prepaid Calling Cards and/or Calling Card.

2.5.17 If Dedicated Access is a required condition for subscribing to one of the Company's services, the Customer is responsible for obtaining the Dedicated Access. However, the Company may offer to act as an agent for the Customer in ordering of the Dedicated Access arrangements.

## 2.6 Obligations of a Reseller

2.6.1 The terms and conditions of this Tariff, including but not limited to the obligations contained in Section 2.5 and in Sections 2.6.2 and 2.6.3 of this Tariff as well as Sections 2.6 of the Company's Tariff F.C.C. No.1 and Tariff F.C.C. No. 2, apply to Customers that are Resellers. Failure to comply with any term, rule, or regulation of this Tariff may result in the Company immediately and irrevocably terminating Service(s) without incurring any liability. Notification of termination of Service(s) may be in writing or in another expeditious manner selected by the Company.

2.6.2 In addition to the other provisions in this Tariff, Resellers must have the appropriate regulatory authority in all areas where the Reseller provides service. Resellers are responsible for maintaining all necessary state and F.C.C. tariffs for operating as a Reseller and for complying with all rules and regulations as set forth by the Commission. Further, the Reseller also assumes full responsibility for complying with the Communications Act of 1934, as amended; the Telecommunications Act of 1996; and the rules, regulations, and decisions of the F.C.C.

2.6.3 Resellers are responsible for paying all taxes, surcharges, and fees based upon the taxing jurisdiction's rules and regulations.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 17 1997

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

BY: Phyllis Lannin  
DIRECTOR, RATES & RESEARCH DIV

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Service

2.7.1 Application for Service

(A) Prepaid Calling Card Service

.1 General

To obtain Service, the Customer must sign a sales agreement and prepay the charges for Service according to the rates included in Section 4 of this Tariff.

.2 Activation of PIN

Prior to activation of the PIN, the Cardholder must complete and return to the Company a registration form which includes the Cardholder's name and social security number, PIN, Prepaid Calling Card number, and Credit Card number (optional). The PIN will not be activated until the Company receives the registration form. The Company will accept a facsimile copy of the registration form. To help control fraud, the PIN may not be activated until the Cardholder's first use of the PIN. However, if the Customer paid by check, the card will not be activated until the check clears the bank regardless of the Customer's first use of the PIN.

(B) All Other Services

To obtain Service, the Applicant must submit to the Company an application in the form of a completed service agreement and a LOA. Upon the Company's acceptance of this authorization, all applicable provisions in the Company's Tariff, as amended from time-to-time, become the agreement for Service between the Company and the Customer. Acceptance or use of Service by the Customer will be deemed an agreement by the Customer to subscribe to, use, and pay for such Service in accordance with the applicable Tariffs of the Company. The Applicant must also establish a satisfactory deposit as provided in Section 2.7.2 or must pay a deposit as provided in Section 2.7.3.

JUL 17 1997

---

**SECTION 2 - RULES AND REGULATIONS****2.7 Obtaining Service (continued)****2.7.2 Establishment of Credit****(A) Applicant**

For all Services except the TeleHub Prepaid Calling Card, the Company may decline to accept an application for Service unless the Applicant submits references and authorizes the Company to perform a credit check on Applicant, and unless the Company is satisfied with the Applicant's creditworthiness. Upon receipt of the signed LOA and/or other authorization the Company deems appropriate, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

**(B) Customer**

If the conditions of Service or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record, check the references of any Customer at any time and revise the credit requirements from time-to-time based upon payment patterns and other information the Company may utilize.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Phyllis Lannin  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

**SECTION 2 - RULES AND REGULATIONS****2.7 Obtaining Service (continued)****2.7.3 Deposits**

- (A) The Company may require a minimum cash deposit or other guaranty to secure payment of bills. Service may be refused or discontinued for failure to pay the requested deposit.
- (B) Determining Whether a Deposit Will Be Required or Waived

In determining whether a deposit will be required or waived, the following criteria will be considered:

- .1 Previous payment history with the Company. If the customer has no previous history with the Company, statements from other utilities, banks, etc. may be presented by the customer as evidence of good credit.
- .2 Whether the customer has an established income or line of credit.
- .3 Length of time the customer has been located in the area.
- .4 Whether the customer owns property in the area.
- .5 Whether the customer has filed bankruptcy proceedings within the last seven years.
- .6 Whether another customer with a good payment history is willing to sign as a guarantor for an amount equal to the required deposit.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Phyllis Lavin  
DIRECTOR, RATES & RESEARCH DIV

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President 1375 Tri-State Parkway, Suite 250  
Barry C. Lescher Gurnee, Illinois 60031

---

SECTION 2 - RULES AND REGULATIONS

## 2.7 Obtaining Service (continued)

## 2.7.3 Deposits (continued)

## (C) Amount of Deposit

Business Customer's deposits shall be based upon actual usage of the customer at the same or similar premises for the most recent 12-month period, if such information is available. If usage information is not available, the deposit will be based on the average bills of similar customers and premises in the system. The deposit shall not exceed 2/12 of the customer's actual or estimated annual bill.

## (D) Return of Deposit

The deposit may be waived upon a Customer's showing of satisfactory credit or payment history, and required deposits will be returned after one (1) year if the customer has established a satisfactory payment record for that period. If a deposit has been waived or returned and the customer fails to maintain a satisfactory payment record, a deposit may then be required. Upon termination of service, the deposit, any principal amounts, and any interest earned and owing will be credited to the final bill with any remainder refunded to the customer.

## (E) Interest on Deposits

Interest as prescribed by KRS 278.460, will be paid annually either by refund or credit. No refund or credit will be made if ~~customer's bill is~~ **PUBLIC SERVICE COMMISSION** delinquent on the anniversary date of the deposit. **OF KENTUCKY**  
**EFFECTIVE**

JUL 17 1997

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)BY: Phyllis Lannin  
DIRECTOR, RATES & RESEARCH DIV.

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

SECTION 2 - RULES AND REGULATIONS

2.7 Obtaining Service (continued)

2.7.3 Deposits (continued)

(F) Deposits Held Longer Than 18 Months

If a deposit is held longer than 18 months, the deposit will be recalculated at the customer's request based on the customer's actual usage. If the deposit on account differs from the recalculated amount by more than 10% the Company may collect any underpayment and shall refund any overpayment by check or credit to the customer's bill. No refund will be made if the customer's bill is delinquent at the time of the recalculation.

(G) Escrow

Deposits will be placed in an interest bearing escrow account until the deposit is refunded or applied against an unpaid delinquent balance.

(H) Receipt

The Company shall issue a written receipt of deposit to each Customer from whom a deposit is received showing the name of the Customer, address, date, and amount of the deposit.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 17 1997

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

BY: Phyllis Lammie  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry Q. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

**SECTION 2 - RULES AND REGULATIONS****2.8 Rendering and Payment of Bills****2.8.1 General**

All charges are payable only in United States currency and drawn on a U.S. Banking Institution. Payment may be made by check, money order, or cashier's check.

**2.8.2 Payment For Prepaid Calling Card Services**

When the Customer initially orders TeleHub Prepaid Calling Card Service, the Customer must prepay the charges for Service according to the rates included in Section 4 or Section 6 of this Tariff and as per Section 2.8.1 of this Tariff. No Prepaid Calling Card PIN will be activated until payment, in U. S. Dollars and in full, has been received by the Company. If the Customer pays via check, the PIN is activated after the check clears the bank.

**2.8.3 Payment For All Other Services****(A) General**

Bills are sent to the Customer's current billing address no later than thirty (30) days following the close of billing. The due date is disclosed on the bill. Payment in full is due fifteen (15) days from the invoice date printed on the bill. The bill will be mailed on or before the invoice date printed on the bill. Checks should be made payable as named on the bill and should be sent to the address listed on the bill.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Phyllis Lannin  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

SECTION 2 - RULES AND REGULATIONS

## 2.8 Rendering and Payment of Bills (continued)

## 2.8.3 Payment For All Other Services (continued)

## (B) Billing Period

The Company uses cycle billing. The initial billing period may be less than one month depending upon the billing cycle to which the Customer is assigned. The cut-off date for billing cycles and the date invoices will be rendered is solely at the discretion of the Company. No Customer has any right to request or require a billing cycle or billing date. The billing period is one month. Except for fraud, charges may be assessed for unbilled traffic up to two years in arrears. The Company uses direct billing by the Company or an authorized billing agent.

## (C) Late Charge

If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge of 1.5% per month on the delinquent amount. A late charge applies to any past due balance. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred. The penalty will be assessed only once on any bill for service rendered in accordance with 807 KAR 5:006, Section 8 (3) (h). The late payment penalty charge will not be assessed on unpaid penalty charges. Any payment received will first be applied to the bill for services rendered.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 17 1997

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

BY: Phyllis Lammie  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry Q. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

SECTION 2 - RULES AND REGULATIONS

2.8 Rendering and Payment of Bills (continued)

2.8.3 Payment For All Other Services (continued)

(D) Billing For Dedicated Access Arrangements

The Customer may be billed directly by the Company, LEC, CLEC, or CAP or any other authorized access provider for the Dedicated Access arrangements selected by the Customer for the provisioning of certain Services. The Company may act as an agent for the Customer in ordering Dedicated Access arrangements.

(E) Other Charges

If a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bills in cash or the equivalent of cash. In the event the Company incurs fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

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

BY: Phyllis Lammie  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry Q. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

**SECTION 2 - RULES AND REGULATIONS****2.8 Rendering and Payment of Bills (continued)****2.8.4 Contested Charges**

The Company will not be required to consider any Customer claim for damages, adjustments, refunds, credits, or cancellation of charges, unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, within the lesser of sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand. Such notice must be sent to the Company's Customer Service Department as per Section 2.9.1 of this Tariff. If the Customer is not satisfied with the Company's resolution of a billing inquiry or a billing dispute, the Customer may make application to the Commission for review and disposition of the matter. The complainant will be notified of his or her right to file a complaint with the Commission.

**2.8.5 Past Due Payments**

In the event the Company incurs fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Phyllis Lannin  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: ~~June~~ 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

SECTION 2 - RULES AND REGULATIONS

2.8 Rendering and Payment of Bills (continued)

2.8.6 Billing Format

Bills rendered to Customers by the Company contain the following information:

Date of Bill Rendering	Company Name
Service Dates	Due Date
Past Due Date	Current Amount Due
Call duration	Call Type
Total Charges per Call	Taxes
Total Charges for Company Services	Toll Free Number
Date and Time of Each Call	
Past Due Amount (if applicable)	
Past Due Penalties (if applicable)	
Usage and Taxes By Accounting Code	
Originating Location Telephone Number and Terminating Number	

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Phyllis Lannin  
DIRECTOR, RATES & RESEARCH DIV

---

Date of Issue: ~~June~~ 10, 1997

Effective Date: July 17, 1997

Issued By: Barry Q. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

**SECTION 2 - RULES AND REGULATIONS****2.9 Customer Service****2.9.1 General**

The Company's name and toll free number appear on the bill. Customer Service may be contacted in writing at 1375 Tri-State Parkway, Suite 250, Gurnee, Illinois 60031. Customers may also contact Customer Service by dialing a toll-free 800/888 number. Customer Service representatives are available from 7 a.m. to 7 p.m. for normal billing and service questions. For call connection or Service problems after business hours, a customer may call the same toll-free number twenty-four hours a day, seven days a week, 365 days a year. For Cardholders subscribing to Prepaid Calling Card Service or Calling Card Service, the 800/888 number is printed on the card. For Customers subscribing to all other Services, the 800/888 number is printed on the Customer's bill.

**2.9.2 Billing Inquiries**

Billing inquiries may be referred to the Company's Customer Service organization as indicated in Section 2.9.1 above. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Commission for review and disposition of the matter.

**2.9.3 Service Difficulties**

Service difficulties may be referred to the Company's Customer Service organization, as indicated in Section 2.9.1 above.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

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

BY: Phyllis Lammie  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President  
Barry C. Lescher

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

SECTION 2 - RULES AND REGULATIONS

2.10 Cancellation of Service By Customer

2.10.1 General

Any Customer desiring Service to be terminated shall give the Company three (3) days' notice in accordance with 807 KAR 5:0006, Section 12 (1). The notice may be in writing or via telephone. However, the Customer shall bear the burden of proof if a dispute arises as to the giving of notice via telephone. Such notice should be addressed to the Company's Customer Service organization at the address specified in Section 2.9.1.

2.10.2 Customer With Switched Access

(A) Customer Provisioned Via The DUC

Cancellation of the Customer's Service will be effective when the LEC or CLEC changes the PIC code, or when the DUC moves the Service to another long distance company. The Customer will remain liable for all services provided after notice of cancellation of service and until the LEC or CLEC changes the PIC Code.

(B) Customer Provisioned Via The Company

Cancellation of the Customer's Service will be effective when the LEC or CLEC changes the PIC code, or when the Company cancels the Service.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Phyllis Lannin  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President 1375 Tri-State Parkway, Suite 250  
Barry C. Lescher Gurnee, Illinois 60031

---

SECTION 2 - RULES AND REGULATIONS

2.10 Cancellation of Service By Customer (continued)

JUL 17 1997

2.10.3 Customer With Dedicated Access

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

(A) Customer Provisioned Via The DUC

BY: Phyllis Lannin  
DIRECTOR, RATES & RESEARCH DIV.

Cancellation of the Customer's Service will be effective when the DUC cancels the Service offered by the Company, or when the Customer's Dedicated Access facilities are moved to a POP of another long distance company.

(B) Customer Provisioned Via The Company

Cancellation of the Customer's Service will be effective when the Company cancels the Service offered by the Company to the Customer, or when the Customer's Dedicated Access facilities are moved to a POP of another long distance company.

2.11 Termination of Service By Company

2.11.1 Conditions Under Which the Company May Refuse or Terminate Service

- (A) For noncompliance with the Company's tariffed rules or Commission regulations. However, the Company will not terminate service without having made a reasonable effort to obtain Customer compliance. Service will be refused or terminated after the Company has given the Customer or Applicant at least ten (10) days' written notice.
- (B) For dangerous conditions. The Company will notify the Customer immediately in writing and, if possible, orally, of the reasons for the termination or refusal. The notice shall include the corrective action to be taken by the Customer before Service can be restored or provided.

---

**SECTION 2 - RULES AND REGULATIONS****2.11 Termination of Service By Company (continued)****2.11.1 Conditions Under Which the Company May Refuse or Terminate Service (continued)**

- (C) For noncompliance with state, local or other codes. The Company will terminate Service only after ten (10) days' written notice in accordance with 807 KAR 5:006, Section 14 (1) (e), unless ordered to terminate Service immediately by a governmental official.
- (D) For nonpayment of bills from the Company. The Company will terminate Service only after ten (10) days' written notice, unless ordered to terminate immediately by a governmental official. Under no circumstance will Service be terminated in less than twenty (20) days' after the mailing of the original unpaid bill.
- (E) For illegal use or theft of Service. The Company may terminate Service to a Customer without advance notice if the Company 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 of Service, and of the Customer's right to challenge the termination by filing a formal complaint with the Commission.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

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

BY: Phyllis Lammie  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

**SECTION 2 - RULES AND REGULATIONS**

---

**2.11 Termination of Service By Company (continued)****2.11.2 Conditions Under Which the Company Will Not Terminate Service**

- (A) If payment for Services is made. If, following receipt of a termination notice for nonpayment but prior to actual termination of Service, there is delivered to the Company payment of the amount in arrears, Service will not be terminated.
- (B) 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 and the Customer is in compliance with that agreement.

2.11.2 The termination of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination, including charges for any services provided until the Customers' service is changed to another carrier. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Phyllis Lammie  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

SECTION 2 - RULES AND REGULATIONS

2.12 Taxes

2.12.1 TeleHub Prepaid Calling Card

The usage rates in Section 4 and Section 6 of this Tariff are inclusive of all surcharges, taxes, and fees except for point-of-sales ("sales and excise") taxes.

2.12.2 All Other Services

- (A) For all Services other than the TeleHub Prepaid Calling Card, the usage rates in Section 4 and Section 6 of this Tariff are exclusive of all applicable surcharges, taxes, and fees.
- (B) In addition to the charges specifically pertaining to Services, certain federal, state, and local surcharges, taxes, and fees apply to Services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations.
- (C) All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, excise tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in Section 4 and Section 6 of this Tariff.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

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

BY: Phyllis Larkin  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

**SECTION 2 - RULES AND REGULATIONS****2.12 Taxes (continued)****2.12.3 Tax Exempt Status**

In order to be granted tax exempt status, a Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time Service is ordered. Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service, and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. The Company is not liable for refunding the amount of the taxes paid by the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

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

BY: Phyllis Lammie  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President  
Barry C. Lescher

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

**SECTION 2 - RULES AND REGULATIONS**

---

**2.13 Transfer or Assignment**

After obtaining the Company's written consent, the Customer of record may assign or transfer the use of Service where there is no interruption or physical relocation. All terms and provisions contained in this Tariff will apply to any assignee or transferee. Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met:

- (1) The Customer of record (assignor Customer) requests such assignment or transfer in writing at least forty-five (45) days prior to the effective date of any requested assignment or transfer; and
- (2) Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of notification; and
- (3) New Customer's (assignee Customer) credit is approved by the Company; and
- (4) The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of the Company's Services. These obligations include all outstanding indebtedness for the use of the Company's Service. Consent to such assignment or transfer will not be unreasonably withheld.
- (5) Any permitted assignment or transfer of the Company's Service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Phyllis Lannin  
DIRECTOR, RATES & RESEARCH DIV

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

**SECTION 2 - RULES AND REGULATIONS**

---

**2.14 Timing of Calls****2.14.1 TeleHub Audioconferencing**

For the standard and premium TeleHub Audio conferencing Services, Calculation of usage begins at the start of the conference as initiated by the Coordinator. All calls end when either the last party disconnects or the Coordinator terminates the call. For automated Services, calculation of usage begins when the first party enters the Conference Bridge. All calls end when either the last party disconnects or the Coordinator terminates the call.

**2.14.2 Prepaid Calling Cards**

- (A) Timing begins when the called station answers and the Company's switch detects hardware answer supervision. Timing ends when the calling party hangs up. If the called station hangs up and the calling station does not hang up, the Cardholder is prompted to enter (X) which enables the Cardholder to use the sequential calling feature and place another call without re-entering the PIN. If the Cardholder does not enter (X), timing is disconnected in fifteen (15) seconds. If the Customer enters (X) and places another call, each completed call is timed with a start time and an end time. The Cardholder's account is debited for usage based on call duration of each call, not the total amount of time the Cardholder was connected to the Platform.
- (B) If the End User of the Prepaid Calling Card uses the conference calling feature, the third leg of the call is timed separately. Timing of the third leg of the call begins when the called station answers and terminates when the called station hangs up.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

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

BY: Phyllis Lamm  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher  
Barry C. Lescher

Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

SECTION 2 - RULES AND REGULATIONS

## 2.14 Timing of Calls (continued)

## 2.14.3 Operator Toll Assistance

- (A) On Station-to-Station calls chargeable time begins when the called station answers and the connection is established between the calling station and the called station, miscellaneous common carrier, mobile radio system, or PBX system. Answer detection is determined based on standard industry answer detection methods, including hardware and software answer detection.
- (B) On Person-to-Person calls, chargeable time begins when connection is established between the calling person and the particular person or station specified or an agreed alternate.
- (C) Chargeable time ends when the calling station hangs up thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released either by the automatic timing equipment in the telecommunications network or by the operator.

## 2.14.4 Calling Card Calls

Calling Card calls are timed according to Section 2.14.5 of this Tariff. However, if the End User of a Calling Card uses the conference calling feature of the card, the third leg of the call is timed separately. Timing of the third leg of the call begins when the called station answers and terminates when the called station hangs up.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 17 1997

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

BY: Phyllis Lamm  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: ~~June~~ 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

SECTION 2 - RULES AND REGULATIONS

2.14 Timing of Calls (continued)

2.14.5 All Other Usage Sensitive Services

(A) General

Conversation time is defined as when two way communications between the calling and called party is possible.

(B) Calls Timed By The DUC

For Customers whose Services are provisioned via the DUC's switching equipment, calls are timed and measured according to the DUC's tariff on file with the Commission.

(C) Calls Timed By Company

For Customers whose Service(s) are provisioned via the Company's switching equipment, chargeable time begins when the connection is established between the calling station and the called station. Chargeable time ends when the calling station "hang up". If the called station "hangs up" but the calling station does not, chargeable time ends when the connection is released by the automatic timing equipment. When the Company's services are directly connected to a Customer-provided communications system at the Customer's premises, chargeable time begins when a call terminates in, or passes through, the first Customer equipment on that Customer provided communications system.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 17 1997

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Phyllis Lamin

EFF. DATE: July 17, 1997  
DIRECTOR OF RATES & RESEARCH DIV.

Date of Issue: ~~June~~ 10, 1997

Issued By: Barry C. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

SECTION 2 - RULES AND REGULATIONS

2.15 Rate Period

2.15.1 General

Different rates may be applicable to a call at a different time of the day and on certain days of the week, as specified in the appropriate rate schedule for that call. The rate periods shown below apply. All times shown are local time at the calling station in case of an outbound call, and at the called station in case of an inbound call.

2.15.2 Day, Evening, and Night Rate Periods

Rate Period	Times Applicable		Days Applicable
	From	To, But Not Including	
Day	8:00 AM	5:00 PM	Mon - Fri
Evening	5:00 PM	11:00 PM	Sun - Fri
Night	11:00 PM	8:00 AM	All days
	8:00 AM	11:00 PM	Saturday
	8:00 AM	5:00 PM	Sunday

PUBLIC SERVICE COMMISSION  
 OF KENTUCKY  
 EFFECTIVE

JUL 17 1997

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

BY: Phyllis Lanning  
 DIRECTOR, RATES & RESEARCH DIV.

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher  
 Barry C. Lescher

Executive Vice President

1375 Tri-State Parkway, Suite 250  
 Gurnee, Illinois 60031

---

**SECTION 2 - RULES AND REGULATIONS****2.16 Mileage Measurements****2.16.1 General**

Calculation of mileage is in accordance with the V&H coordinate system.

**2.16.2 Inbound And Calling Card Services**

The Company uses the V&H coordinates associated with the Rate Center of the NPA Centroid.

**2.16.3 Other Mileage-Sensitive Services**

The distance is measured using the V&H coordinates associated with either the Rate Centers of the originating and terminating stations, or the V&H coordinates associated with the originating and terminating POP. The type of access determines which V&H coordinates are used.

If a call is originated or terminated via Switched Access, the distance is measured using the V&H coordinates associated with the Rate Centers of the originating or terminating station. If the call is originated or terminated via Dedicated Access, the distance is measured using the V&H coordinates associated with the originating or terminating POP.

The rate for a call between access lines associated with stations that use the same central office is the rate for zero miles.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Phyllis Lammie  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: ~~June~~ 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President

Barry C/Lescher

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

**SECTION 2 - RULES AND REGULATIONS****2.17 Determination of Airline Mileage**

Calculation of distance is in accordance with the V&H coordinate system. The airline mileage between Rate Centers is determined by applying the formula below to the V&H coordinates associated with the Rate Centers involved. The Company uses the Rate Centers and associated V&H coordinates that are produced by Bell Communications Research in its NPA-NXX V&H Coordinates Tape and in NECA Tariff No. 4.

FORMULA:

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE**JUL 17 1997**PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)BY: Phyllis Gannin  
DIRECTOR, RATES & RESEARCH DIV.

---

**Date of Issue:** ~~June 10, 1997~~**Effective Date:** July 17, 1997**Issued By:** Barry C. Lescher Executive Vice President1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

SECTION 2 - RULES AND REGULATIONS

2.18 Determining Rate In Effect

2.18.1 General

For outbound Services that are time-of-day sensitive, the time of day at the central office or POP associated with the calling station determines the rate in effect. For Inbound Services that are time-of-day sensitive, the time of day at the central office or POP associated with the called station determines the rate in effect. Time of day will be determined in accordance with Section 2.15.

2.18.2 1+ Calls Originating Via Switched Access

When a unit of time is split between two rate periods, each rate period applies to the portion of the call that occurred during that rate period.

2.18.3 1+ Call Originates Via Dedicated Access

When a unit of time is split between two rate periods, each rate period applies to the portion of the call that occurred during that rate period.

2.18.4 Call Completed By An Operator

The time at the beginning of each minute of connection determines the applicable rate period. When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

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

BY: Phyllis Lannin  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: ~~June~~ 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President  
Barry C. Lescher

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

SECTION 2 - RULES AND REGULATIONS

2.18 Determining Rate In Effect (continued)

2.18.5 Holiday Rates

- (A) Holiday rates apply to Operator Toll Assistance.
- (B) The term holiday denotes the following holidays:
  - New Year's Day#
  - Independence Day#
  - Labor Day
  - Thanksgiving Day
  - Christmas Day#
  - President's Day\*
- (C) For services with a day, evening, and night rate period, the evening rate applies on a holiday unless a lower rate would normally apply. For services with a peak and off-peak rate period, the off-peak rate applies on a holiday. If the holiday is followed by "\*", the holiday applies to the Federally observed day only. If the holiday is followed by "#", the following rules apply. When this holiday falls on a Sunday, the holiday is observed on the following Monday. When this holiday falls on a Saturday, the holiday is observed on the preceding Friday.
- (D) For all other time-of-day sensitive Services, the rate periods specified in Section 2.15 of this Tariff apply.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Phyllis Lammie  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: ~~June~~ 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

SECTION 2 - RULES AND REGULATIONS

2.19 Interruption of Service

2.19.1 Prepaid Calling Card and Calling Cards

Credits will not be issued for cut-offs, poor transmission, or wrong numbers.

2.19.2 All Other Usage Sensitive Services

- (A) Without incurring liability, the Company may interrupt the provision of Services at any time in order for tests and inspections to be performed to assure compliance with Tariff regulations and the proper installation and operation of Customer's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- (B) To prevent possible unauthorized, fraudulent, or unlawful use of Service, the Company may initiate Blocking all calls or Blocking calls to or from certain NPA-NXXs, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.
- (C) No credit for recurring monthly charges will be issued for outages less than twenty-four consecutive hours in duration. For Customers with Service subject to a monthly recurring charge, Service interruptions of greater than twenty-four (24) consecutive hours duration will receive a credit equal to the number of hours of Service interruption divided by 720 hours (30 Days) times the monthly recurring charge for the Service.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 17 1997

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

BY: Phyllis Lammie  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President  
Barry C. Lescher

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

SECTION 2 - RULES AND REGULATIONS

2.19 Interruption of Service (continued)

2.19.2 All Other Usage Sensitive Services (continued)

- (D) Credit allowances for cutoffs, wrong numbers, or poor transmission are subject to the general liability provisions set forth in Section 2.3.11 of this Tariff. It will be the obligation of the Customer to notify the Company immediately of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer will ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer or by the LEC.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 17 1997

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

BY: Phyllis Larkin  
DIRECTOR, RATES & RESEARCH DIV

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

**SECTION 2 - RULES AND REGULATIONS****2.20 Calculation of Usage Charges****2.20.1 TeleHub Audioconferencing**

For TeleHub Audioconferencing, usage charges are calculated based on the sum of actual, not reserved, individual line usage. For example, if three people conduct a conference call for an hour and one conference participant hangs up ten minutes early, the conference charges are 170 minutes (60 + 60 + 50).

**2.20.2 Rounding****(A) Billing Increments**

Each usage sensitive Service has its own specific initial period and additional period (collectively referred to as billing increments) as specified in Section 3 and Section 6 of this Tariff. For all Services, fractions of a billing increment are rounded up to the next higher increment for billing purposes.

**(B) Per Call charge**

The usage charges for each completed call during a billing month will be computed. If the charge for the call includes a fraction of a cent of \$.005 or more, the fraction of such charge is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent. Rounding for charges for Service(s) is on a call-by-call basis.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

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

BY: Phyllis Lannin  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: ~~June~~ 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher  
Barry C. Lescher

Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

**SECTION 2 - RULES AND REGULATIONS****2.21 Lost Or Stolen Calling Cards, Prepaid Calling Card, Or PIN****2.21.1 General**

Upon knowledge of facts which would alert a reasonable person to the possibility of unauthorized use of the Customer's Calling Card, Prepaid Calling Card, or PIN, the Customer will alert and give notice to the Company of such facts. Upon receipt of notice, the Company will deactivate the PIN associated with the card.

**2.21.2 Calling Card Service**

If requested by the Customer, a new Calling Card and PIN will be issued to the Customer. The Customer will be excused from liability only with respect to unauthorized calls placed after receipt of such notice by the Company. The time of Customer Calls requesting replaced cards due to events described in Section 2.21.1 are noted in customer service records which the company will use to administer Calling Card services.

**2.21.3 Prepaid Calling Card Service**

The Company will have no liability to the Customer or any third party for any claims that a Prepaid Calling Card, Calling Card, or its PIN, has been lost, stolen, or fraudulently used. In no event will the Company be obligated to restore any Prepaid Calling Card, or Calling Card account usage or otherwise reimburse any Cardholder for any calls charged to the Prepaid Calling Card, or Calling Card account which such Cardholder denies having made.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

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

BY: Phyllis Lannin  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

**SECTION 2 - RULES AND REGULATIONS****2.22 Terminal Equipment**

Service(s) may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems such as a telephone set, PBX or key system. Such terminal equipment will be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at the Customer's premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's Service. When such terminal equipment is used, the equipment will comply with applicable rules and regulations of the Federal Communications Commission, including but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry and must not be barred by the Federal Communications Commission.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Phyllis Gannin  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

SECTION 2 - RULES AND REGULATIONS

2.23 Fraud Control

2.23.1 General

To control fraud, Service may be discontinued by the Company without incurring liability by blocking all traffic or by blocking traffic to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk. The Company has no responsibility to detect fraudulent usage. The Customer is responsible for all usage.

2.23.2 Prepaid Calling Card Service and Calling Card Service

(A) Prior to Activation of PIN

- .1 The Company determines when the PIN will be activated. To help control fraud, the PIN may not be activated until the Cardholder's first utilization of the PIN.
- .2 If the Customer notifies the Company that a particular Prepaid Calling Card or Calling Card has been lost or stolen prior to the activation of its PIN, the Company will use its best efforts to ensure that such PIN is not activated.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

(B) After Activation of PIN

Only one call per Prepaid Calling Card or Calling Card account will be processed at any given time.

JUL 17 1997

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

BY: Phyllis Lannin  
DIRECTOR, RATES & RESEARCH DIV

2.24 Notices

Any notices provided by Company pursuant to this Tariff are deemed given and effective upon the earlier of (a) actual receipt by Customer or (b) three days after mailing if sent by mail, the day after express overnight delivery, or the day the notice is left at the Customer's premises.

---

SECTION 2 - RULES AND REGULATIONS

2.25 Changes to Service Offerings

The Company reserves the right to add, change, or delete DUCs at any time.

2.26 Restoration of Service

The use and restoration of Service in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.27 Promotions

From time-to-time, the Company may offer special promotions to its Customers waiving certain charges, offering Service(s) at special rates, and/or offering promotional discounts. Promotional discounts include but are not limited to reduced monthly rates or charges for an existing Service, incentive subscription bonuses, free Service periods, full or partial waivers of installation charges or optional feature charges, full or partial waivers of PIC charges, or any combination thereof. Terms and conditions of promotions may be limited to certain dates, times, market segments, and/or locations. The Company may engage in national and/or intrastate special promotional offerings or trial Service offerings designed to attract new customers, retain existing customers, win back former customers, or stimulate customer usage. The terms of national promotional offerings are set forth in the applicable interstate tariffs governing such programs. To the extent these programs may extend to intrastate Services, the terms of these national offerings are incorporated by reference herein. The Company may require an advance payment as a condition of a promotional offering. The Company will notify the Commission via letter of the rates and charges and the terms and conditions of any promotion in this Tariff.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 17 1997

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Phyllis Lamm  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: ~~June~~ 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

SECTION 3 - DESCRIPTION OF TELEHUB SERVICES

3.1 Optional Calling Plans

3.1.1 TeleHub Consumer One Plus Plan

TeleHub Consumer One Plus Plan is an outbound only, postalized, long distance pricing plan. The initial period is eighteen (18) seconds. The additional period is each six (6) seconds or fractions thereof rounded up to the next six (6) second increment. There are two rate options.

(A) Rate Option 1

Rate Option 1 is available to Residential Customers and Business Customers that utilize Switched Access to reach the long distance network.

(B) Rate Option 2

Rate Option 2 is available to Residential Affinity Groups, Business Affinity Groups, or affinity groups whose membership would be classified as Residential Customers and Business Customers. To qualify for Rate Option 2, (1) the total membership of the affinity group must be in excess of 1,000 members, and (2) the members must use Switched Access to reach the long distance network. Each member location is solely responsible for its bill, and the member location is a Customer of the Company. Each member location will be billed separately for its services.

3.1.2 TeleHub Dedicated Plan

TeleHub Dedicated is an outbound only, postalized, long distance pricing plan available to Business Customers that utilize Dedicated Access to reach the long distance network. The initial period is six (6) seconds. The additional period is each six (6) seconds or fractions thereof rounded up to the next six (6) second increment.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 17 1997

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

BY: *Phyllis Lamm*

Effective Date: July 17, 1997  
DIRECTOR, RATES & RESEARCH DIV

Date of Issue: June 10, 1997

Issued By: *Barry C. Lescher*  
Barry C. Lescher

Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

**SECTION 3 - DESCRIPTION OF TELEHUB SERVICES**

---

**3.2 Inbound Services****3.2.1 TeleHub Inbound 800/888**

TeleHub Inbound 800/888 is an inbound only, postalized, long distance pricing plan. Calls may originate from any point in the state on any type of access but terminates via Switched Access lines between the Customer's premises and the long distance network. TeleHub 800/888 is available to Residential Customers and Business Customers that utilize Switched Access to reach the long distance network. The initial period is eighteen (18) seconds. The additional period is each six (6) seconds or fractions thereof rounded up to the next six (6) second increment.

**3.2.2 TeleHub Dedicated 800/888**

TeleHub Dedicated 800/888 is an inbound only, postalized, long distance pricing plan available to Business Customers that utilize Dedicated Access to reach the long distance network. Calls may originate from any point in the state on any type of access but terminate via Dedicated Access lines between the Customer's premises and the Company's or the DUC's POP in the terminating location. The initial period is six (6) seconds. The additional period is each six (6) seconds or fractions thereof rounded up to the next six (6) second increment.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 17 1997

PURSUANT TO 807 KAR 5011,  
SECTION 9 (1)

BY: Phyllis Larkin  
DIRECTOR, RATES & RESEARCH DIV

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

SECTION 3 - DESCRIPTION OF TELEHUB SERVICES

3.3 Calling Card Services

3.3.1 General

Calling Card services are available to Customers for use when Customers are away from their established primary service location. Calling Card rates and charges apply to all Calling Card calls originating and terminating in the State regardless of the billing location of the Customer account.

Access to the long distance network for the purpose of billing a call to the Customer's Calling Card can be from tone-generating or rotary-dial instruments. The Customer may access the long distance network and bill a call to their card by dialing any of the following:

- (A) 1, plus an 800/888 number, plus a valid PIN Number, and the called telephone number, or
- (B) 1, plus an 800/888 number, plus 0 to reach an operator, to complete a Calling Card call, the End User must provide the operator the called number, Calling Card number, and a valid PIN.

3.3.2 TeleHub Calling Card Services

The TeleHub Calling Card is available to Residential Customers, Business Customers, Residential Affinity Groups, Business Affinity Groups, and affinity groups whose members would be classified as Residential Customers and Business Customers. Calling Card Service is available on a stand-alone basis. The initial period is thirty (30) seconds. The additional period is each six (6) seconds or fractions thereof rounded up to the next six (6) second increment.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 17 1997

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

BY: Phyllis Lammie  
DIRECTOR, RATES & RESEARCH DIV

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

**SECTION 3 - DESCRIPTION OF TELEHUB SERVICES**

---

**3.4 Operator Services****3.4.1 General**

- (A) Operator Services is any variety of telephone services which require the assistance of a long distance operator. Examples include collect calls and Person-to-Person calls. All operator services are provided by the IPP.
- (B) A collect call is a call for which applicable charges are billed to the telephone number of the called station of the Customer. Charges for collect calls will not be accepted if the called party to whom the charges are to be billed is at a payphone or institutional phone.
- (C) There are two rate elements. There is a usage charge and a surcharge. The operator dialed surcharge applies in addition to all Station-to-Station and Person-to-Person operator surcharges when the Customer has the ability to dial all the digits necessary for call completion but instead dials 00 to reach the operator to have the operator complete the call. A handicapped Customer who is unable to dial the call because of his or her handicap may request credit for the surcharge from the operator.
- (D) For all calls, the initial and additional periods are billed in increments of one (1) minute.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 17 1997

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Phyllis Lanning  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher  
Barry C. Lescher

Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

SECTION 3 - DESCRIPTION OF TELEHUB SERVICES

3.4 Operator Services (continued)

3.4.2 Availability of Services

(A) Switched Access

Customers subscribing to one of the Company's outbound Services that require the Customer to utilize Switched Access to reach the long distance network can reach the operator by dialing 0 plus the called number or by dialing 00. The IPP provides the operator services through a contractual arrangement. However, the IPP operator will answer the call using the Company's name pursuant to the contractual arrangement. The Company will bill usage charges and surcharges for operator handled calls according to the rates in Section 4 of this Tariff.

(B) Dedicated Access

Operator toll assistance is available to a Customer subscribing to Dedicated Access.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 17 1997

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Phyllis Lannin  
DIRECTOR, RATES & RESEARCH DIV

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

**SECTION 3 - DESCRIPTION OF TELEHUB SERVICES**

---

**3.5 Prepaid Calling Card****3.5.1 Description of Prepaid Calling Card Services**

Prepaid Calling Card Service is a prepaid long distance Service that allows Customers to obtain a predetermined amount of access to the Company's long distance, directory assistance Services or other Ancillary Services. The Company offers a time based Prepaid Calling Card meaning there is a fixed amount of time (i.e., minutes of 5, 10, 30, 60, or some other period of time) available to the Customer who purchases a card.

Prepaid Calling Card service is offered via "800/888" access numbers and is available to a Cardholder from any touchtone device. The Cardholder may access the Platform from anywhere in the State by dialing a universal "800/888" number plus a PIN and the called telephone number. The Cardholder hears recorded messages that guide the Cardholder through the call. The Platform validates the Cardholder's PIN and determines whether time remains on the card. If time is available on the Cardholder's account, the call is completed to the called telephone number dialed by the Cardholder. The Cardholder is verbally informed of the available balance in the Cardholder's Prepaid Calling Card account.

Calls are real-time rated during call progression. The total price of each call is calculated on the basis of time and is deducted from the available account balance associated with each Prepaid Calling Card. The Platform debits the Cardholder's account balance upon completion of each call. The Cardholder receives a warning tone one minute before the Cardholder's account balance reaches zero. Calls in progress will be terminated when the balance reaches zero.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

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

BY: *Phyllis Lannin*  
DIRECTOR, RATES & RESEARCH DIV.  
Effective Date: July 17, 1997

Date of Issue: June 10, 1997

Issued By: *Barry C. Lescher*  
Barry C. Lescher

Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

SECTION 3 - DESCRIPTION OF TELEHUB SERVICES

3.5 Prepaid Calling Card Service (continued)

3.5.2 Service Offerings

(A) TeleHub Prepaid Calling Card

The TeleHub Prepaid Calling Card is a time-based Prepaid Calling Card available to Residential Customers and Business Customers. The card is available in different periods of time from ten (10) minutes and up or in a period of time that is mutually agreed to by the Company and the Customer. The reseller is responsible for all costs associated with production and distribution of the Prepaid Calling Card to the Customer.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 17 1997

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Phyllis Gamm  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: ~~June~~ 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

**SECTION 3 - DESCRIPTION OF TELEHUB SERVICES**

---

**3.6 TeleHub Audioconferencing Service****3.6.1 General**

TeleHub Audioconferencing is a Service furnishing long distance voice telecommunications between a calling station and two or more called stations. The Service requires a teleconferencing bridge port for each called station. At any time prior to the conference call, a conference call is initiated by calling the 800/888 reservation number provided by the Company.

**3.6.2 Conference Entry Options**

- (A) Call-In is a conference entry option which allows conference call participants to dial a prearranged telephone number to reach the Conference Bridge and join the conference call. Each conference call participant furnishes its own long distance to reach the Conference Bridge. The Call-In conference entry option is available on all TeleHub Audioconferencing Services.
- (B) 800/888 Call-In is a conference entry option which enables conference call participants to reach the Conference Bridge and join the conference call by calling a toll-free 800/888 number provided by the Company. The 800/888 Call-In conference entry option is available on all TeleHub Audioconferencing Services.
- (C) Call-Out is a conference entry option where the Coordinator calls the conference call participants to connect them to the conference call. The Call-Out conference entry option is available to Customers subscribing to TeleHub Standard Audioconferencing and TeleHub Premium Audioconferencing.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

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

BY: *Phyllis Lammie*  
DIRECTOR, RATES & RESEARCH DIV.

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: *Barry C. Lescher* Executive Vice President  
Barry C. Lescher

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

**SECTION 3 - DESCRIPTION OF TELEHUB SERVICES**

---

**3.6 TeleHub Audioconferencing Service (continued)****3.6.3 Service Description****(A) Automated**

Conference call participants are admitted to the conference call by using a predetermined code. Entry and exit tones announce arrival/departure of participants. The Service provides the capability to connect a multiple number of conference call participants in a single call. The conference entry options available are call-in and 800/888 call-in.

**(B) Standard**

The Coordinator announces each conference call participant and scans the call during the conference. For further assistance, a conference call participant can recall the Coordinator by signaling with the key pad. The Service provides the capability for multiple call participants on a single call.

**(C) Premium**

The Coordinator greets conference call participants, takes roll call, and calls back disconnected conference call participants, and is on-line throughout the entire call from set-up through completion. Constant monitoring by multiple Coordinators are assigned by the Company based on the number of participants on the call. The Service provides the capability to connect a multiple number of conference call participants on a single call.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

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

BY: Phyllis Lannin  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: ~~June 10~~, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President 1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

**SECTION 3 - DESCRIPTION OF TELEHUB SERVICES****3.7 Directory Assistance****3.7.1 General**

Intrastate Directory Assistance involves the supplying of assistance to a calling party in the State in determining or attempting to determine the telephone number of a party who is outside the calling party's LATA, but within the State. Calls for directory assistance within the calling party's area code are routed to and handled by the LEC or CLEC. If a Customer calls directory assistance for a call within the State but outside of the calling party's area code, the call is routed to and handled by the IPP. Person-to-Person and collect calls to directory assistance are not permitted.

**3.7.2 Availability of Service**

Intrastate directory assistance is available if the Customer subscribes to any outbound Service.

**3.7.3 Application of Charges**

The Directory Assistance charge applies whether or not the directory assistance bureau furnished the requested telephone number(s). Where the requested telephone number is unlisted, non-published or no record can be found, the customer is advised of this status.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Phyllis Lammie  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

SECTION 4 - TELEHUB RATES AND CHARGES

4.1 Optional Calling Plans

4.1.1 TeleHub Consumer One Plus Plan

(A) Rate Option 1

The per minute rate is \$0.2800.

(B) Rate Option 2

The per minute rate is \$0.2200.

4.1.2 TeleHub Direct

The per minute rate is \$0.1300.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Phyllis Lammie  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: ~~June~~ 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

SECTION 4 - TELEHUB RATES AND CHARGES

4.2 Inbound Services

4.2.1 TeleHub Inbound 800/888

The per minute rates is \$0.2800.

4.2.2 TeleHub Dedicated 800/888

The per minute rates is \$0.1300.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Phyllis Lammie  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

SECTION 4 - TELEHUB RATES AND CHARGES

4.3 Calling Card Services

4.3.1 TeleHub Calling Card

The per minute rate is \$0.2900.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Phyllis Lammie  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

SECTION 4 - TELEHUB RATES AND CHARGES

4.4 Operator Services

4.4.1 Operator Toll Assistance

(A) Call Placement Charges

The following call placement charges apply to the initial minute of each operator services call placed within the State:

Station-to-Station sent-paid	\$0.85
Station-to-Station collect	\$0.85
Station-to-Station third number	\$0.85
Person-to-Person (all type calls)	\$0.85
Operator dialed surcharge*	\$1.15
Directory Assistance Call Completion	\$0.50
LEC Calling Card** Station-to-Station	
-Customer Dialed	\$0.85
-Operator Dialed	\$2.15

\* This call placement charge applies in addition to all other Station-to-Station or Person-to-Person call placement charges when the Customer has the ability to dial all the digits necessary for call completion but dials instead "0" or "00" to reach the operator to have the operator complete the call. The call placement charge will be applied to all operator service calls completed by an operator except for calls which cannot be completed by the Customer due to equipment failure or trouble on the IPP's network or trouble with the Company's switch.

\*\* The Company only accepts cards which it can identify as valid.

PUBLIC SERVICE COMMISSION  
 OF KENTUCKY  
 EFFECTIVE

**JUL 17 1997**

PURSUANT TO 807 KAR 5.011,  
 SECTION 9 (1)

BY: Phyllis Lannin  
 DIRECTOR, RATES & RESEARCH DIV.

Date of Issue: ~~June~~ 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher  
 Barry C. Lescher

Executive Vice President 1375 Tri-State Parkway, Suite 250  
 Gurnee, Illinois 60031

## SECTION 4 - TELEHUB RATES AND CHARGES

## 4.4 Operator Services (continued)

## 4.4.1 Operator Services (continued)

## (B) Usage Rates

Rate Mileage	Initial Period			Additional Period		
	Day	Evening	Night	Day	Evening	Night
0 - 10	\$0.2200	\$0.1694	\$0.1342	\$0.1800	\$0.1284	\$0.1050
11 - 16	\$0.2200	\$0.1694	\$0.1342	\$0.1800	\$0.1284	\$0.1050
17 - 22	\$0.2200	\$0.1694	\$0.1342	\$0.1900	\$0.1463	\$0.1159
23 - 30	\$0.2200	\$0.1694	\$0.1342	\$0.1900	\$0.1463	\$0.1159
31 - 55	\$0.2500	\$0.1925	\$0.1525	\$0.2500	\$0.1925	\$0.1525
56 - 85	\$0.2900	\$0.2233	\$0.1768	\$0.2900	\$0.2233	\$0.1768
86 - 124	\$0.2900	\$0.2233	\$0.1768	\$0.2900	\$0.2233	\$0.1768
125 +	\$0.2900	\$0.2233	\$0.1768	\$0.2900	\$0.2233	\$0.1768

## 4.5 Prepaid Calling Cards

## 4.5.1 TeleHub Prepaid Calling Card

The rate is \$.29 per minute or fraction thereof.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Phyllis Lammie  
DIRECTOR, RATES & RESEARCH DIV.

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President 1375 Tri-State Parkway, Suite 250  
Barry C. Lescher Gurnee, Illinois 60031

SECTION 4 - TELEHUB RATES AND CHARGES

4.6 Audioconferencing Service

4.6.1 Application of Charges

There are two rate elements for TeleHub Audioconferencing Service. They are usage rates and set-up charges. The per minute usage rates set forth in Section 4.6.2 apply when all legs of a conference call originate and terminate within the State. The usage rates are per minute per Site.

4.6.2 Usage Rates

(A) Automated

	Initial 1 Minute or Fraction	Additional 1 Minute or Fraction
Call-In	\$ .40	\$ .40
800/888 Call-In	\$ .60	\$ .60

PUBLIC SERVICE COMMISSION  
 OF KENTUCKY  
 EFFECTIVE

**JUL 17 1997**

PURSUANT TO 807 KAR 5.011,  
 SECTION 9 (1)

BY: Phyllis Lammie  
 DIRECTOR, RATES & RESEARCH DIV.

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President  
 Barry C. Lescher

1375 Tri-State Parkway, Suite 250  
 Gurnee, Illinois 60031

SECTION 4 - TELEHUB RATES AND CHARGES

4.6 TeleHub Audioconferencing Service (continued)

4.6.2 Usage Rates (continued)

(B) Standard

	Initial 1 Minute or Fraction	Additional 1 Minute or Fraction
Call-In	\$ .40	\$ .40
800/888 Call-In	\$ .60	\$ .60
Call-Out	\$ .60	\$ .60

(C) Premium

	Initial 1 Minute or Fraction	Additional 1 Minute or Fraction
Call-In	\$ .50	\$ .50
800/888 Call-In	\$ .80	\$ .80
Call-Out	\$ .80	\$ .80

4.6.3 Set-up Charge

The set-up charge is \$5.00 per site per call. The set-up charge applies to TeleHub Standard Audioconferencing and TeleHub Premium Audioconferencing.

KENTUCKY PUBLIC UTILITIES COMMISSION  
 OF KENTUCKY  
 EFFECTIVE

**JUL 17 1997**

PURSUANT TO 807 KAR 5.011,  
 SECTION 9 (1)

Date of Issue: ~~June~~ 10, 1997

Effective Date: July 17, 1997

Issued By: Barry O. Lescher Executive Vice President  
 Barry O. Lescher

1375 Tri-State Parkway, Suite 250  
 Gurnee, Illinois 60031  
 DIRECTOR OF RATES & RESEARCH DIV.

---

**SECTION 4 - TELEHUB RATES AND CHARGES**

---

**4.7 Directory Assistance Services**

Direct dialed calls to directory assistance will be billed at \$.50 per call. Any calls to directory assistance utilizing an operator will be billed the directory assistance charge plus the applicable operator services charges(s) pursuant to Section 4.4.1 (A) of this Tariff.

**4.8 Miscellaneous Charges****4.8.1 Payphone Surcharge**

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dial-around calls, i.e., calls originating using a carrier's access code, a Customer's 800 and other toll-free numbers Calling Cards and debit card calls, from payphone instruments. This surcharge does not apply for 0+ call for which the payphone provider would otherwise receive compensation. The Customer will pay the Company a per call surcharge of \$0.35 per call for all such traffic.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

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

BY: Phyllis Lammie  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President  
Barry C. Lescher

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

**SECTION 5 - DESCRIPTION OF NETWORK SERVICES****5.1 TeleHub Network Plan****5.1.1 General**

TeleHub Network Plan is a combination inbound, outbound, Calling Card, Prepaid Calling Card, conference, Directory Assistance, and Operator Toll Assistance Service offering for Resellers whose end users utilize Switched Access and/or Dedicated Access to reach the DUC's long distance network or the Company's switch. The Reseller may subscribe to one or more of the Service options available under this plan.

**5.1.2 Availability**

The TeleHub Network Plan is available to a Reseller that meets the obligations described in Section 2.5 and Section 2.6 of this Tariff and that signs a term plan agreement or a volume plan agreement set forth in the Company's Tariff F.C.C. No. 1 for this Service.

**5.1.3 Billing**

The rules and regulations regarding Rendering and Payment of Bills contained in Section 2.8 of this Tariff apply to Resellers that subscribe to the TeleHub Network Plan. Charges will be direct billed by the Company or the Company's authorized billing agent to the Reseller. The Reseller may choose from the following billing format options: paper, magnetic tape, electronic data interchange, and internet.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

PURSUANT TO 807 KAR 5011,  
SECTION 9 (1)

BY: *Phyllis Lamm*

Effective Date: July 17, 1997  
DIRECTOR, RATES & RESEARCH DIV

Date of Issue: June 10, 1997

Issued By: *Barry C. Lescher* Executive Vice President  
Barry C. Lescher

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

**SECTION 5 - DESCRIPTION OF NETWORK SERVICES**

---

**5.1 TeleHub Network Plan (continued)****5.1.4 Outbound Service Offerings****(A) TeleHub Network Switched**

TeleHub Network Switched is an outbound only, postalized, long distance pricing plan. The initial period is each one (1) second or fraction thereof. The additional period is each one (1) second or fraction thereof. The Reseller's end user must utilize Switched Access to reach the DUC's long distance network or the Company's switch. See Section 6.1.1 (A) of this Tariff for rates and charges.

**(B) TeleHub Network Direct**

TeleHub Network Direct is an outbound only, postalized, long distance pricing plan. The initial period is each one (1) second or fraction thereof. The additional period is each one (1) second or fraction thereof. The Reseller's end user must utilize Dedicated Access to reach the DUC's long distance network or the Company's switch. See Section 6.1.1 (B) of this Tariff for rates and charges.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Phyllis Lammie  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

**SECTION 5 - DESCRIPTION OF NETWORK SERVICES**

---

**5.1 TeleHub Network Plan (continued)****5.1.5 Inbound Service Offerings****(A) TeleHub Network Switched 800/888**

TeleHub Network Switched 800/888 is an inbound only, postalized, long distance pricing plan. The initial period is one (1) second or fraction thereof. The additional period is each one (1) second or fraction thereof. The Reseller's end user must utilize Switched Access to reach the DUC's long distance network or the Company's switch. For rates and charges, see Section 6.1.2 (A) of this Tariff.

**(B) TeleHub Network Dedicated 800/888**

TeleHub Network Dedicated 800/888 is an inbound only, postalized, long distance pricing plan. The initial period is each one (1) second or fraction thereof. The additional period is each one (1) second or fraction thereof. The Reseller's end user must utilize Dedicated Access to reach the DUC's long distance network or the Company's switch. For rates and charges, see Section 6.1.2 (B) of this Tariff.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Phyllis Lammie  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President 1375 Tri-State Parkway, Suite 250  
Barry C. Lescher Gurnee, Illinois 60031

SECTION 5 - DESCRIPTION OF NETWORK SERVICES

5.1 TeleHub Network Plan (continued)

5.1.6 Calling Card Options

(A) General

Calling Card Service is available to Customers for use when Customers are away from their established primary Service location. Calling Card rates and charges apply to all Calling Card calls originating and terminating in the State regardless of the billing location of the Customer account.

Access to the long distance network for the purpose of billing a call to the Customer's Calling Card can be from tone-generating instruments. The Customer may access the long distance network and bill a call to their card by dialing any of the following:

- (A) 1, plus an 800/888 number, plus a valid PIN Number, and the called telephone number, or
- (B) 1, plus an 800/888 number, plus 0 to reach an operator, to complete a Calling Card call, the End User must provide the operator the called number, Calling Card number, and a valid PIN.

(B) TeleHub Network Calling Card

For the TeleHub Network Calling Card, the initial period is eighteen (18) seconds or fraction thereof, and the additional period is each six (6) seconds or fraction thereof. The Reseller is responsible for all costs associated with production and distribution of the TeleHub Network Calling Card. For rates and charges, see Section 6.1.3 of this Tariff.

5.1.7 Operator Toll Assistance

The description of Operator Toll Assistance Services is the same as Section 3.4 of this Tariff. For rates and charges, see Section 6.1.6 of this Tariff.

JUL 17 1997

PURSUANT TO 807 KAR 50:11,  
SECTION 9(1)

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President  
Barry C. Lescher

1375 Tri-State Parkway, Suite 200  
Gurnee, Illinois 60031

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

DIRECTOR, RATES & RESEARCH DIV

---

SECTION 5 - DESCRIPTION OF NETWORK SERVICES

5.1 TeleHub Network Plan (continued)

5.1.8 Prepaid Calling Card Options

(A) Description of Service

Prepaid Calling Card Service is a prepaid long distance Service that allows the Reseller's Customers to obtain a predetermined amount of access to the Company's long distance, directory assistance Services or other Ancillary Services. The Company offers a time based Prepaid Calling Card meaning there is a fixed amount of time (i.e., 5, 10, 30, 60, or some other period of time) available to the Customer who purchases a card.

Prepaid Calling Card service is offered via "800/888" access numbers and is available to a Cardholder from a touchtone or rotary phone. The Cardholder may access the Platform from anywhere in the State by dialing a universal "800/888" number plus a PIN and the called telephone number. The Cardholder hears recorded messages that guide the Cardholder through the call. The Platform validates the Cardholder's PIN and determines whether time remains on the card. If time is available on the Cardholder's account, the call is completed to the called telephone number dialed by the Cardholder. The Cardholder is verbally informed of the available balance in the Cardholder's Prepaid Calling Card account.

Calls are real-time rated during call progression. The total price of each call, including applicable taxes, is calculated on the basis of time and is deducted from the available account balance associated with each Prepaid Calling Card. The Platform debits the Cardholder's account balance upon completion of each call. The Cardholder receives a warning tone one minute before the Cardholder's account balance reaches zero. progress will be terminated when the balance reaches zero.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 17 1997

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

BY: Phyllis Lammie  
DIRECTOR, RATES & RESEARCH DIV

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President  
Barry C. Lescher

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

SECTION 5 - DESCRIPTION OF NETWORK SERVICES

## 5.1 TeleHub Network Plan (continued)

## 5.1.8 Prepaid Calling Card Options (continued)

## (B) TeleHub Network Prepaid Calling Card

The TeleHub Prepaid Calling Card is a time-based Prepaid Calling Card available to Resellers. Each card is available in different periods of time from 10 minutes and up, or in a period of time that is mutually agreed to by the Company and the Reseller. The reseller is responsible for all costs associated with production and distribution of the card to the Customer. The TeleHub Network Prepaid Calling Card is available as a unit-based card or a dollar-based card in a denomination that is mutually agreed to by the Company and the Reseller. The Reseller is responsible for all costs associated with production and distribution of the TeleHub Network Prepaid Calling Card. The initial period is eighteen (18) seconds or fraction thereof, and the additional period is six (6) seconds or fraction thereof. For rates and charges, see Section 6.1.4 (A) of this Tariff.

## (C) TeleHub Network Promotional Prepaid Calling Card

Promotional PIN#'s must be ordered with a minimum value of three (3) minutes and a maximum value of ten (10) minutes. These cards must be provided to consumers at no cost through promotional or advertising distribution. The cards are valid for twelve (12) months from the first call and are provided in batches of 150,000 minutes or more. The initial period is eighteen (18) seconds or fraction thereof, and the additional period is six (6) seconds or fraction thereof. For rates and charges, see Section 6.1.4 (B) of this Tariff.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

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

BY: Phyllis Lamm  
DIRECTOR, RATES & RESEARCH DIV

---

Date of Issue: ~~June~~ 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President 1375 Tri-State Parkway, Suite 250  
Barry C. Lescher Gurnee, Illinois 60031

---

SECTION 5 - DESCRIPTION OF NETWORK SERVICES

5.1 TeleHub Network Plan (continued)

5.1.9 Conference Service Options (continued)

(A) Telehub Network Audioconferencing Service

The description of the Service is the same as Section 3.6 of this Tariff. For rates and charges, see Section 6.1.5 (A) of this Tariff.

5.1.10 Directory Assistance Service Options

(A) Network Directory Assistance

The description of the Service is the same as Section 3.7 of this Tariff. For rates and charges, see Section 6.1.7 of this Tariff.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Phyllis Lannin  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President  
Barry C. Lescher

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

SECTION 6 - NETWORK SERVICES RATES AND CHARGES

6.1 TeleHub Network Plan

6.1.1 Outbound Service Offerings

(A) TeleHub Network Switched

The rate per minute is \$.0900.

(B) TeleHub Network Direct

The rate per minute is \$.0600.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Phyllis Lammie  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: ~~June 10, 1997~~

Issued By: Barry C. Lescher Executive Vice President  
Barry C. Lescher

Effective Date: July 17, 1997

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

SECTION 6 - NETWORK SERVICES RATES AND CHARGES

6.1 TeleHub Network Plan (continued)

6.1.2 Inbound Service Offerings

(A) TeleHub Network Switched 800/888

The per minute rate is \$0.1000.

(B) TeleHub Network Dedicated 800/888

The per minute rate is \$0.0700.

6.1.3 Calling Card Options

(A) TeleHub Network Calling Card

The per minute rate is \$0.2900.

6.1.4 Prepaid Calling Card Options

(A) TeleHub Network Prepaid Calling Card

The rate per minute is \$0.16.

(B) TeleHub Network Promotional Prepaid Calling Card

The rate per minute is \$0.115.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUL 17 1997

PURSUANT TO 807 KAR 5011,  
SECTION 9 (1)

BY: Phyllis Lammie  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: ~~June~~ 10, 1997

Issued By: Barry C. Lescher Executive Vice President

Effective Date: July 17, 1997

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

SECTION 6 - NETWORK SERVICES RATES AND CHARGES

6.1 TeleHub Network Plan (continued)

6.1.5 Conference Options

(A) Network Audioconferencing Service

.1 Application of Charges

There are two rate elements for Network Audioconferencing Service. They are usage rates and set-up charges. The per minute usage rates set forth in Section 6.1.5 (A).3 apply when all legs of a conference call originate and terminate within the State. The usage rates are per minute per Site.

.2 Set-up Charge

The set-up charge is \$5.00 per site per call. The set-up charge applies to Network Standard Audioconferencing and Network Premium Audioconferencing.

.3 Usage Rates

.a Automated

	Initial 1 Minute or Fraction	Additional 1 Minute or Fraction
Call-In	\$ .40	\$ .40
800/888 Call-In	\$ .60	\$ .60

PUBLIC SERVICE COMMISSION  
 OF KENTUCKY  
 EFFECTIVE

**JUL 17 1997**

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

BY: *Shelley J. Jannin*  
 DIRECTOR, RATES & RESEARCH DIV.

Date of Issue: June 10, 1997

Issued By: *Barry C. Lescher*  
 Barry C/Lescher Executive Vice President

Effective Date: July 17, 1997  
 1375 Tri-State Parkway, Suite 250  
 Gurnee, Illinois 60031

SECTION 6 - NETWORK SERVICES RATES AND CHARGES

6.1 TeleHub Network Plan (continued)

6.1.5 Conference Options

(A) Network Audioconferencing Service

.2 Usage Rates

.b Standard

	Initial 1 Minute or Fraction	Additional 1 Minute or Fraction
Call-In	\$ .40	\$ .40
800/888 Call-In	\$ .60	\$ .60
Call-Out	\$ .60	\$ .60

.c Premium

	Initial 1 Minute or Fraction	Additional 1 Minute or Fraction
Call-In	\$ .50	\$ .50
800/888 Call-In	\$ .80	\$ .80
Call-Out	\$ .80	\$ .80

PUBLIC SERVICE COMMISSION  
 OF KENTUCKY  
 EFFECTIVE

**JUL 17 1997**

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

BY: Phyllis Lanning  
 DIRECTOR, RATES & RESEARCH DIV.

Date of Issue: June 10, 1997,

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
 Gurnee, Illinois 60031

SECTION 6 - NETWORK SERVICES RATES AND CHARGES

6.1 TeleHub Network Plan (continued)

6.1.6 Operator Toll Assistance

(A) Surcharges

The following surcharges apply to the initial minute of each operator handled call placed within the State:

Station-to-Station sent-paid	\$0.85
Station-to-Station collect	\$0.85
Station-to-Station third number	\$0.85
Person-to-Person (all type calls)	\$0.85
Operator dialed surcharge*	\$1.15
Directory Assistance Call Completion	\$0.50
LEC Calling Card** Station-to-Station	
- Customer Dialed	\$0.85
- Operator Dialed	\$2.15

\* This call placement charge applies in addition to all other Station-to-Station or Person-to-Person call placement charges when the Customer has the ability to dial all the digits necessary for call completion but dials instead "0" or "00" to reach the operator to have the operator complete the call. The call placement charge will be applied to all operator handled calls completed by an operator except for calls which cannot be completed by the Customer due to equipment failure or trouble on the IPP's network or trouble with the Company's switch.

\*\* The Company only accepts cards which it can identify as valid

**JUL 17 1997**

PURSUANT TO 807 KAR 5.011,  
 SECTION 9 (1)

Date of Issue: June 10, 1997

Issued By: Barry C. Lescher Executive Vice President

Effective Date: July 17, 1997  
 BY: Phyllis Gannin  
 DIRECTOR, RATES & RESEARCH DIV

1375 Tri-State Parkway, Suite 250  
 Gurnee, Illinois 60031

---

SECTION 6 - NETWORK SERVICES RATES AND CHARGES

6.1 TeleHub Network Plan (continued)

6.1.6 Operator Toll Assistance (continued)

(B) Usage Rates

The per minute usage rate are the same as Section 4.4.1 (B) of this Tariff.

6.1.7 Network Directory Assistance

Direct dialed calls to directory assistance will be billed at \$.50 per call. Any calls to directory assistance utilizing an operator will be billed the directory assistance charge plus the applicable operator services charges(s) pursuant to Section 6.1.6 (A) of this Tariff. Person-to-person and collect calls to directory assistance are not permitted.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Phyllis Lamin  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher  
Barry C. Lescher

Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031

---

**SECTION 6 - NETWORK SERVICES RATES AND CHARGES**

---

**6.2 Miscellaneous Charges****6.2.1 Payphone Surcharge**

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dial-around calls, i.e., calls originating using a carrier's access code, a Customer's 800 and other toll-free numbers Calling Cards and Prepaid Calling Card calls, from payphone instruments. This surcharge does not apply for 0+ call for which the payphone provider would otherwise receive compensation. The Customer will pay the Company a per call surcharge of \$0.35 per call for all such traffic.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**JUL 17 1997**

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Phyllis Lamm  
DIRECTOR, RATES & RESEARCH DIV.

---

Date of Issue: June 10, 1997

Effective Date: July 17, 1997

Issued By: Barry C. Lescher Executive Vice President

1375 Tri-State Parkway, Suite 250  
Gurnee, Illinois 60031