

ADOPTION NOTICE

The undersigned Electric Lightwave, LLC d/b/a Integra Telecom  
(Name of Utility) System  
of Delaware hereby adopts, ratifies, and makes its own,  
in every respect as if the same had been originally filed and posted by it, all tariffs and  
supplements containing rates, rules and regulations for furnishing  
resold intrastate service throughout  
(Nature of Service)  
the Commonwealth of Kentucky, filed with the Public Service Commission of  
Kentucky by Electric Lightwave, LLC of Delaware  
(Name of Predecessor)  
and in effect on the 23rd day of August, 1998, the date on which  
the public service business of the said Electric Lightwave, LLC  
(Name of Predecessor)  
was taken over by it.

This notice is issued on the 12th day of July, 2006, in  
conformity with 807 KAR 5:011, Section 11, of the Regulations for the filing of Tariffs of  
Public Utilities with the Public Service Commission of Kentucky.

Authorized by Ky.P.S.C. Order No. \_\_\_\_\_



REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO COMMUNICATIONS SERVICES  
WITHIN  
THE COMMONWEALTH OF KENTUCKY

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

AUG 23 1998

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Stephan D. Bell  
SECRETARY OF THE COMMISSION

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Issued: August 3, 1998

Effective: August 23, 1998

Susan McAdams  
Vice President, Government & Industry Affairs  
Electric Lightwave, Inc.  
4400 NE 77th Avenue  
Vancouver, WA 98662

Current sheets in this tariff are as follows:

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	28	Original	55	1 <sup>st</sup> Revised
2	1 <sup>st</sup> Revised	29	Original	56	Original
3	Original	30	Original	57	Original
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Aloa J. Stevens  
Vice President, State Government Affairs  
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PRELIMINARY STATEMENT

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services within the Commonwealth of Kentucky by Electric Lightwave, Inc. (hereinafter "The Company").

The Company has been authorized by Kentucky Public Service Commission to provide competitive intrastate communications services as a reseller. The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Kentucky Public Service Commission.

CONTACT INFORMATION

For customer contact regarding establishment of service, complaints and inquiries regarding service and billing, or reporting or inquiring about network outages or service problems:

Electric Lightwave, Inc.  
4400 NE 77th Avenue  
Vancouver, Washington 98662  
Toll Free 1-800-354-2780 Customer Service  
Toll Free 1-800-662-4354 Maintenance

PUBLIC SERVICE COMMISSION  
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EXPLANATION OF SYMBOLS, REFERENCE  
MARKS, AND ABBREVIATIONS OF TECHNICAL  
TERMS USED IN THIS TARIFF

AUG 23 1998

PURSUANT TO 807 KAR 5.011.  
SECTION 9 (1)

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

BY: Stephan Bue  
SECRETARY OF THE COMMISSION

- C To signify changed condition or regulation
- D To signify discontinued rate, regulation or condition
- I To signify increase
- M To signify that material has been transferred from another sheet or place in the tariff
- N To signify new rate, regulation, condition or sheet
- R To signify reduction
- T To signify a change in test for clarification

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**TARIFF FORMAT**

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Kentucky Public Service Commission. For example, the 2nd revised Sheet 10 cancels the 1st revised Sheet 10. Because of various suspension periods, deferrals and other delays which may occur before the Kentucky Public Service Commission as it follows the normal tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect.
- C. Check Sheets - When a tariff filing is made with the Commission an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission

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4400 NE 77th Avenue  
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1.0 DEFINITIONS

The following definitions are used throughout this tariff.

Access Lines: A telephone facility which permits access to and from both the Customer's premises and the telephone exchange or serving central office.

Advance Payment: A payment required before the start of service. Advance payment may consist of any required construction cost, all appropriate non-recurring charges, and an estimate of the first months recurring charges.

Agent: A business representative authorized by the Company, to bring about, modify, affect, accept performance of, or terminate contractual obligations between the Company and its applicants or Customers.

Applicant: A person who applies for telecommunications service. Includes persons seeking reconnection of their service after Company-initiated termination.

Application: A request made in writing for telephone service.

Authorized User: A person, firm or corporation that is authorized by the Company to be connected to the service of the Customer or joint user.

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

Authorization Code - A numerical code, one or more of which may be assigned to a subscriber, to enable Electric Lightwave to identify the origin of the service User so it may rate and process the call. All authorization codes shall be the sole property of Electric Lightwave and no Subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

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1.0 DEFINITIONS - (Continued)

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

CCS: One hundred call seconds or one hundred seconds of telephone conversation. One hour of traffic is equal to 36 CCS.

Call Blocking: Restricts the delivery of the calling party's telephone number to a called party's caller identification unit.

Calling Card - A debit calling card issued by Carrier which allows Subscribers and/or Users to make telephone calls and charge the calls to the debit account of that card. Calls charged to an Electric Lightwave-issued debit travel card will be charged against the debit account.

Central Office: Company facilities where subscriber lines are connected to each other through switching equipment for placing local and long distance telephone calls.

Common Carrier - A Company or entity providing telecommunications services to the public.

Company or Electric Lightwave, Inc: The issuer of this tariff.

Credit Card Calls - Calls for which charges are billed not to the originating telephone number, but to a credit card, such as VISA, MasterCard, or American Express.

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

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1.0 DEFINITIONS - (Continued)

Debit Card Calls - Calls for which charges are billed not to the originating telephone number but are deducted from the remaining prepaid value of the debit card. Company debit card calls do not result in a bill being sent to the subscriber.

kbps: Kilobits per second. Denotes thousands of bits per second.

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

Line Restrictions: Allows a line to be restricted from access to various long distance locations.

mbps: Megabits per second. Denotes millions of bits per second.

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1.0 DEFINITIONS - (Continued)

Nonlisted Service: Means a Customer is not listed in the published directory, but is listed in the directory assistance database.

Non-Published Service: Means a Customer is not listed in the published directory nor in the directory assistance database.

Prepaid Calling Card: A debit calling card issued by Carrier which allows end users to make telephone calls and charge the calls against the debit account of that card.

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

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1.0 DEFINITIONS - (Continued)

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

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

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Time of Day: Day period includes 8:00 a.m. local time to 5:00 p.m. local time at the originating terminal, Monday through Friday, excluding holidays. Night period includes 5:01 p.m. local time to 11:00 p.m. local time at the originating terminal. Evening/Weekend includes all other periods.

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

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## 2.0 REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

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

The services offered herein may be used for any lawful purpose. There are no restrictions on sharing or resale of the Company's services. However, the Customer remains liable for all obligations under this tariff even if such sharing or resale arrangements exist regardless of the Company's knowledge of these arrangements. The customer may advise such additional users that a portion of the service is provided by the Company, however, the Customer shall not represent that the Company jointly participates with the Customer in the provision of the Customer's service. If service is jointly ordered by more than one Customer, each is jointly and severally liable for all obligations.

The service the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

Company services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of any tariffs, or price lists, of such other communications carriers.

The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

The services of the Company are furnished for the transmission of voice communications but may also be used for data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the technologies or combination of technologies available. Service is available twenty-four hours a day, seven days a week.

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2.0 REGULATIONS - (Continued)

2.2 Shortage of Equipment or Facilities

The Company reserves the right to limit or to allocate the use of its existing and future facilities when necessary because of a lack of facilities or due to any cause beyond the Company's control.

The furnishing of service under this tariff is subject to the availability on a continuing basis of all facilities necessary to provide the service. Services will be provided on a resale basis, using long distance services and transmission facilities the Company obtains from other carriers.

2.3 Selection of Transmission

The Company selects and/or arranges for directly or with its underlying carrier(s) the channels and/or service components and underlying network facilities used to provide service. The Company may modify or change the channels, service components and underlying Company facilities or underlying carrier at any time subject to Part 68 of the FCC's Rules and Regulations and this tariff.

2.4 Notification of Service-Affecting Activities

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

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2.0 REGULATIONS - (Continued)2.5 Provision of Equipment and Facilities

The Company shall make a reasonable effort to provide service to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability of service on any date certain and shall not be liable for any delays in commencing service to any Customer.

The Company shall make a reasonable effort to maintain facilities that it furnishes to the Customer. The Customer shall not, and the Customer shall not permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

2.6 Term of Service

Service is provided on a minimum term basis of at least one month, using 24-hours per day for each day of the month. For purposes of this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

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2.0 REGULATIONS - (Continued)2.7 Non-routine Installation and Special Construction2.7.1 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply.

2.7.2 Special Construction

Subject to the agreement of the Company, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- (a) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (c) over a route other than that which the Company would normally utilize in the furnishing of its services;

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2.0 REGULATIONS

2.7 Non-routine Installation and Special Construction - (continued)

2.7.2 Special Construction (continued)

- (d) in a quantity greater than that which the Company would normally utilize in the furnishing of its services;
- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of normal construction.

Special construction will be undertaken at the discretion of ELI consistent with budgetary responsibilities and consideration for the impact on ELI's other customers and contractual responsibilities.

2.8 Ownership of Facilities

Title to all facilities and equipment, and related plans and proposals, provided by the Company in furnishing service remains with the Company, its agents or contractors. Such facilities and equipment, plans and proposals shall be returned to the Company by the Customer whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

2.9 Government Authorization

The provision of the Company's services is subject to and contingent upon the Company obtaining and retaining all governmental authorizations that may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such governmental authorizations. The Company shall be entitled to take, and shall have no liability for any action necessary to bring its facilities and/or services into conformance with any requirement or request of the Federal Communications Commission or other governing entity or agency.

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2.0 REGULATIONS - (Continued)

2.10 Rights-of-Way

Provision of the Company's services is subject to and contingent upon the Company's ability to obtain and maintain, rights-of-way and access to private property necessary for installation of the facilities used to provide the Company's services to the Customer's service point as agreed to by the Company.

2.11 Liability of the Company

The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, outages, omissions, interruptions, delays, errors, or other defects, representations, failures arising out of the use of these services or failure to furnish service, whether caused by act, omission or negligence, shall be limited to extension of allowances as set forth in the section of this tariff on Allowances for Interruptions in Service. The extension of such allowances for interruption shall be the sole remedy of the Customer or other person, and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages including without limitation damages for lost profits regardless of the form of action whether in contract, indemnity warranty, strict liability or tort, including without limitation negligence of any kind whether active or passive to the Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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2.0 REGULATIONS - (Continued)

2.11 Liability of the Company (continued)

The Company shall not be liable for any delay or failure of performance due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government, or of any other government, including state and local agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockout, work stoppages, or other labor difficulties.

The Company shall not be liable for any act, omission or defect of any entity furnishing to the Company or to the Customer services, facilities or equipment used for or with the Company's services; or for the acts or omissions of common carriers or warehousemen.

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

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

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2.0 REGULATIONS - (Continued)

2.11 Liability of the Company (continued)

The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any liability whatsoever, and for any damages caused or claimed to have been caused in any way, directly or indirectly, as a result of any such installation.

The Company is not liable for any defacement of or damage to Customer's premises resulting from the furnishing of services or equipment or the installation or removal thereof, unless such defacement or damage is caused by the willful misconduct of the Company's employees or agents.

The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss, expense, damage or liability arising from Customer's use of services involving claims for libel, slander, invasion of privacy, or infringement of copyright, patent, trade secret, or proprietary or intellectual property right of any third party arising from any act or omission by the Customer, including without limitation, the Customer's own communications or use of the Company's services and facilities in a manner not contemplated by this tariff or any agreement between the Customer and the Company.

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2.0 REGULATIONS - (Continued)

2.11 Liability of the Company (continued)

The Company's entire liability, if any, for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

Nothing in this tariff shall limit the Company's liability:

- (a) in tort for its willful or intentional misconduct; or
- (b) for bodily injury or death caused by the Company's willful negligence.

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2.0 REGULATIONS - (Continued)2.11 Liability of the Company (continued)

The Company is not liable for damages to premises resulting from the furnishing of service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence or willful misconduct. Except that upon termination or expiration of service, and upon request by the Customer, the Company will remove, at its own expense, any property which the Company has installed in provisioning service on the Customer's premises within a reasonable time. The Company will use reasonable care in removing such property and will return the Customer's premises to their original condition, wear and tear excepted.

With respect to the furnishing of Company's services to public safety answering points or municipal emergency service providers, the Company's liability, if any, will be limited to the lesser of:

- (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in providing the service; or
- (b) the sum of \$1,000.00.

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2.0 REGULATIONS - (Continued)

2.11 Liability of the Company (continued)

In the event parties other than Customer, including but not limited to joint users and the Customer's customers, shall have use of the Company's service directly or indirectly through the Customer, then the Customer agrees to forever indemnify and hold the Company harmless from and against any and all such claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to the Company's furnishing of service.

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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2.0 REGULATIONS - (Continued)2.12 Allowances for Interruptions in Service

A credit allowance will be given for interruptions of service, subject to the provisions of this section.

2.12.1 Credit for Service Interruptions

A credit allowance will be made when an interruption of a continuous duration of two (2) or more hours occurs because of a failure of any component furnished by the Company under this tariff. An interruption in service is considered to exist when a circuit, service or facility is unusable.

An interruption period begins when the Customer reports a circuit, service or facility to be interrupted and releases it for testing and repair. It shall be the obligation of the Customer, prior to reporting an interruption, to ascertain that the trouble is not being caused by any action or omission of the Customer or by any defect of failure in wiring or equipment, if any, furnished by the Customer. An interruption period ends when the circuit, service or facility is operative.

If the Customer reports an interruption but declines to release the circuit, service or facility for testing and repair, no interruption period will be deemed to exist. A credit allowance is applied on a pro rata basis, dependent on the duration of the interruption, against the monthly recurring charges payable by customer under this tariff, and shall be expressly indicated on the next Customer bill. Only those facilities on an interrupted portion of a circuit or service will receive a credit.

For calculating credit allowances, every month is considered to have 30 days. The credit allowance(s) for an interruption or for a series of interruptions shall not exceed (a) any applicable monthly rates, or (b) a reasonable estimate of the minutes of use charge otherwise applicable for the service or a portion thereof interrupted in any one monthly billing period.

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2.0 REGULATIONS - (Continued)

2.12 Allowances for Interruptions in Service - (continued)

2.12.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, authorized user or joint user;
- (b) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (c) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (d) interruptions of service during a period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- (e) interruption of service due to circumstances or causes beyond the control of Company.

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2.0 REGULATIONS - (Continued)2.13 Obligations of the Customer

The obligations of the Customer shall include the following:

- (a) The Customer shall be responsible for any damage to or loss of any facilities or equipment of the Company or the Company's underlying carrier caused by the acts or omissions of the Customer.
- (b) The Customer shall provide at no charge, as specified from time to time by the Company, any personnel, equipment, space, power, heating and air conditioning needed to operate and maintain a proper operating environment for any Company facilities and equipment installed on the Customer's premises, or for any facilities and equipment of the Company's underlying carrier which may be installed on the Customer's premises.
- (c) If required by the Company, the Customer shall obtain, maintain, and otherwise have full responsibility for all rights-of-way and conduit necessary for installation of the facilities of the Company or the Company's underlying carrier from the building entrance or property line to the location of the Company's equipment space on the Customer's premises. The Customer may be required to bear any costs associated with obtaining and maintaining the rights-of-way described herein, including building modification costs. The Customer shall also be responsible for complying with all applicable laws, and obtaining all required permits or other approvals related to the location and installation of the facilities and equipment of the Company or the Company's underlying carrier in the Customer's premises or within the rights-of-way for which the customer is responsible. The Customer and the Company may mutually agree to enter into a contract under which the Company will provide some or all such non-regulated services and facilities.

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2.0 REGULATIONS - (Continued)

2.13 Obligations of the Customer - (continued)

- (d) The Customer shall grant or obtain permission for the employees or agents of the Company or the Company's underlying carrier to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or removing the facilities or equipment of the Company or the Company's underlying carrier and/or inspecting the Customer-provided equipment which is connected to the facilities of the Company or the Company's underlying carrier.
- (e) The Customer shall be responsible for the provision, operation and maintenance of any Customer-provided terminal equipment connected to the equipment and facilities of the Company or the Company's underlying carrier, and for ensuring compatibility with the equipment and facilities of the Company or the Company's underlying carrier. The Customer shall be responsible for ensuring that the Customer-provided equipment shall not cause damage to the Company's equipment, facilities and wiring or injury to the Company's employees or to other persons. Upon the Company's request, the Customer will submit to the Company a complete manufacturer's specification sheet for each item of the Customer-provided equipment that is or is proposed to be attached to the facilities of the Company or the Company's underlying carrier. The Company may provide, at the Customer's expense, any additional protective equipment required, in the sole opinion of the Company, to prevent damage or injury resulting from the connection of any Customer-provided equipment.
- (f) The Customer warrants that the services taken pursuant to this tariff are intrastate in nature.
- (g) The Customer shall cooperate with the Company to plan, coordinate and undertake any actions required to maintain maximum network capability following natural or manmade disasters which affect telecommunications services.

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2.0 REGULATIONS - (Continued)

2.14 Use of Service

2.14.1 Prohibited Uses

The Customer shall not use or allow the use of the Company's facilities or equipment installed at the Customer's premises for any purpose other than that for which the Company provides it, without the prior written consent of the Company.

2.14.2 Abuse

The abuse of Long Distance Services is prohibited. The following activities constitute abuse:

- (a) Using service to make calls which might reasonably be expected to frighten, torment, or harass another; or
- (b) Using service in such a way that it interferes unreasonably with the use of Company services by others.

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2.0 REGULATIONS - (Continued)

2.14 Use of Service - (continued)

2.14.3 Fraudulent Use

The fraudulent use of, or the intended or attempted fraudulent use of service is prohibited. Fraudulent use consists of using or attempting to use service with the intent to avoid the payment, either in whole or in part, of the tariffed or price listed charges for the service including:

- (a) Rearranging, tampering with, or making connections not authorized by this tariff to any network components used to furnish service.
- (b) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices, or electronic devices.
- (c) Fraudulent Use of Authorized Codes see Section 3.3.

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2.0 REGULATIONS - (Continued)2.15 Customer Equipment and Channels2.15.1 General

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

2.15.2 Interconnection of Facilities

- (a) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (b) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- (c) Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

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2.0 REGULATIONS - (Continued)

2.15 Customer Equipment and Channels - (continued)

2.15.3 Inspections

- (a) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
  
- (b) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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2.0 REGULATIONS - (Continued)

2.16 Payments

Obligations of the Customer with regard to payments shall include:

- (a) Payment for service is due upon presentation of the bill. The Customer shall pay outstanding charges in full within 30 days of the invoice date. Charges not paid by the Customer with 30 days, or paid in funds not immediately available to the Company shall be considered delinquent and are subject to Late Payment Charges pursuant to section 2.16.1 of this tariff.
- (b) Service may be denied for nonpayment of a bill. The Customer is responsible for safeguarding the service from use by unauthorized persons, and to pay all charges for use of the service by any persons whether or not authorized by the Customer, except in those instances where it has been determined that the Customer's present and former employees, agents and authorized users were not responsible for calls billed to the Customer via third party billing and the Company did not verify that the charges for the call would be accepted. The Customer is not responsible for unauthorized use of service to the extent such use is proximately caused by the Company's willful or negligent act.
- (c) The Customer agrees that the Company may conduct a credit verification at any time, and will supply such financial information as may be reasonably requested by the Company. If, in the sole opinion of the Company, a Customer presents an undue risk of nonpayment at any time the Company may require that the Customer pay its bills within a specified number of days, pay in advance of the furnishing or continuation of any service, and/or make such payments in cash or the equivalent of cash.
- (d) If required by the Company, and permitted under state law and regulation, the Customer shall make an advance payment before services are furnished, which advance payment will be credited to the Customer's initial bill. The Company may require such an advance payment, which may be in addition to a deposit, if the Company considers this action necessary to safeguard its interests.

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2.0 REGULATIONS - (Continued)

2.16 Payments (continued)

- (e) The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services.
- (f) A \$25.00 service charge shall be imposed for any payment for which a draft is returned for insufficient funds.
- (g) Any Customer who has been underbilled for services rendered will be notified by the Company upon the discovery of the underbilling. Notification will include the reason(s) that the underbilling occurred. The Customer is responsible for payment of unbilled charges for services rendered up to and including eighteen (18) months prior to the issuance of the notification to the Customer.

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2.0 REGULATIONS - (Continued)2.16 Payments (continued)2.16.1 Late Payment Charge

A Late Payment Charge of 1.50 percent (1-1/2%) will apply to each Customer bill when the previous months bill has not been paid in full, leaving an unpaid balance carried forward. The late payment charge is applied to the total unpaid amount carried forward and is included in the total amount due on the current months bill. The amount of the late payment penalty shall be indicated on the Customer's bill.

2.16.2 Disputed Bills

Any Customer who disputes a portion of a bill rendered for Company services shall pay the undisputed portion of the bill and provide written notice to the Company that such unpaid amount is in dispute within thirty (30) days of receipt of the bill. If such written notice is not received by the Company within thirty (30) days as indicated above, the bill statement shall be deemed to be correct and payable in full by the Customer.

- (a) In the event a Customer and the Company cannot resolve the dispute to their mutual satisfaction, the Customer may contact the Kentucky Public Service Commission in accordance with the Commission's rules of procedure.
- (b) Once the investigation is completed the Customer shall submit payment of any outstanding amounts deemed due, to the Company, within five (5) working days.

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2.0 REGULATIONS - (Continued)

2.16 Payments (continued)

2.16.3 Moves, Adds and Changes

Upon written request from the Customer, the Company will transfer an existing service from one location to another, change from one class of service to another, or add additional services or features to specific lines and equipment. The Company may charge the Customer a non-recurring charge for such service.

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2.0 REGULATIONS - (Continued)

2.17 Deposits

- (a) If the Customer cannot establish a satisfactory credit standing with the Company, the Customer shall make a deposit before a service is furnished or continued. Such deposit shall be held as a guarantee for the payment of charges. The Company may require such a deposit. The deposit shall not exceed one-sixth (1/6) of estimated annual billings. At any time, up to 9 months for residential customers or twenty four months for business customers, at its option, the Company may return the deposit or credit it to the Customer's account. When a service is discontinued the amount of any applicable deposit, plus accrued interest, will be applied to the Customer's account and any credit balance remaining will be refunded.
- (b) Interest on deposits held shall be accrued at the rate applicable to the Company's escrow account in which such deposits are held, but will be no less than 6% as provided by Kentucky Statute, KRS 278.460.
- (c) Upon termination of service, the Company shall return to the Customer the amount then on deposit, plus accrued interest, less any amounts due to the Company from the Customer for service rendered on the telephone account.
- (d) Any deposit, plus accrued interest, may be applied to the Customer's telephone account following completion of twelve months' satisfactory payment. The credit will be applied against service in the 13th and, if appropriate, subsequent months once satisfactory credit is established. Upon the Customer's request, the refund shall be made in the form of a check issued and mailed to the Customer.

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2.0 REGULATIONS - (Continued)2.18 Grounds for Refusal of Service

The Company may refuse to establish service if any of the following conditions exist:

- (a) The applicant has an outstanding amount due for similar utility services and the applicant is unwilling to make acceptable arrangements with the utility for payment.
- (b) A condition exists which in the utility's judgment is unsafe or hazardous to the applicant, the general population, or the utility's personnel, agents or facilities.
- (c) The Customer is known to be in violation of the utility's tariffs filed with the Commission.
- (f) The Applicant falsifies his/her identity for the purpose of obtaining service.

2.19 Cancellation of Service

If the Customer cancels a service order or terminates service before the completion of the term of service specified in the service order for any reason, the Customer agrees to pay to the Company all costs, fees, and expenses reasonably incurred in connection with special construction and with the term of service. In addition, the Customer may be liable for termination charges up to a maximum amount equal to the total of charges applicable for the remaining term specified in the service order.

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2.0 REGULATIONS - (Continued)

2.20 Discontinuance of Service

2.20.1 No Company Liability With Written Notice

The Company may, upon written notice to the Customer, discontinue services without incurring any liability for any of the following reasons:

- (a) for nonpayment of any amounts owing to the Company;
- (b) the premises have been vacated by the Customer;
- (c) for tampering with the Company's property;
- (d) for violation of rules, service agreements, or filed tariffs;
- (e) for use of Customer equipment which adversely affects the Company's service to its other Customers, or upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair; or
- (f) for any governmental prohibition, or required alteration of the services provided, or any violation of any applicable law or regulation, or unlawful use of service or use of service for unlawful purposes, the Company may immediately discontinue or suspend service without incurring any liability; or

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2.0 REGULATIONS - (Continued)2.20 Discontinuance of Service - (continued)2.20.1 No Company Liability With Written Notice - (continued)

- (g) for fraudulent obtaining or use of service, including, but not limited to:
- (1) providing false information to the Company regarding the Customer's identity, address, creditworthiness, or current or planned use of common communications;
  - (2) using or attempting to use service by rearranging, tampering with, or making connection to the Company's service where not authorized by this tariff;
  - (3) using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
  - (4) any other fraudulent means or device.

Whenever a fraudulent obtaining or use of a service is detected the Company may discontinue service without notice: *Provided, however*, that if the Customer makes immediate payment for the estimated amount due for the service that had been fraudulently obtained, and for all costs resulting from such fraudulent use, the Company may choose to continue such service, subject to any applicable deposit requirements.

2.20.2 No Company Liability Without Written Notice

The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services.

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2.0 REGULATIONS - (Continued)

2.20 Discontinuance of Service - (continued)

2.20.3 No Customer Liability

The Company will, upon Customer request, discontinue or suspend services without the Customer incurring any liability due to the Customer's:

- (a) insolvency;
- (b) assignment for the benefit of creditors;
- (c) filing for bankruptcy or reorganization; or
- (d) failure to discharge an involuntary petition within the time permitted by law.

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2.0 REGULATIONS - (Continued)

2.21 Termination of Service

- (a) After the expiration of the initial contract period, and if no new contract period is agreed upon, in writing, by the Company and the Customer, service may be terminated upon 30 days advance notice to the Company. The Customer shall be responsible for payment of all charges due to the date of termination of the service, including charges calculated at a month-to-month rate after the expiration of the contract period.
- (b) Prior to the expiration of the initial contract period, service may be terminated upon 30 days advance notice to the Company and upon payment of the termination charges hereinafter provided, in addition to all charges for the period service has been rendered.
- (c) The Customer is liable for termination charges up to a maximum amount equal to the total charges applicable for the remaining contract term.
- (d) The Customer may terminate service prior to the expiration of the term without liability if the Customer orders new service through the Company for a period length of service and a minimum monthly billing commitment exceeding the original agreement. The former service will terminate on the start date of the new service.

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**2.0 REGULATIONS - (Continued)****2.22 Changes in Equipment and Services**

The Company may substitute, change or rearrange any equipment, facility or system used in providing services at any time and from time to time, but shall not thereby materially alter the technical parameters of the services provided pursuant to the Customer's service order.

The Customer shall not cause or allow any facility or equipment of the Company or the Company's underlying carrier to be rearranged, moved, disconnected, altered or repaired without the Company's prior written consent.

Upon receipt of a written request from the Customer, the Company will add, delete or change locations or features of specific circuits and/or equipment. The Customer shall be liable for nonrecurring charges for such change. If a request for deletion of a service represents a cancellation prior to the applicable term of service, the Customer will be subject to termination charges.

**2.23 Restoration of Service**

A reconnection charge of \$50.00 shall be imposed on any Customer whose service has been discontinued pursuant to the provisions of Section 2.20 of this tariff. The Company reserves the right to impose additional advance payment and/or deposit requirements on such Customers prior to restoration of service, and to refuse to restore service until all amounts due have been paid.

Should the Customer request that service be restored during a period other than regular working hours, such as evenings or weekends, the Customer may be required to pay an after-hour charge for service reconnection.

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2.0 REGULATIONS - (Continued)

2.24 Assignment

The Company may, without obtaining any further consent from the Customer, assign any of its rights, privileges or obligations under this tariff: to any subsidiary, parent company or affiliate of the Company; pursuant to any sale or transfer of substantially all the business of the Company; or pursuant to any financing, merger or reorganization of the Company.

The Customer may, upon prior written consent of the Company, which consent shall not be unreasonably withheld, assign its rights, privileges or obligations under this tariff: to any subsidiary, parent company or affiliate of the Customer; pursuant to any sale or transfer of substantially all the business of the Customer; or pursuant to any financing, merger or reorganization of the Customer. Any attempt by the Customer to make any assignment, transfer, or disposition of its rights, privileges or obligations under this tariff without the consent of the Company shall be null and void.

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2.0 REGULATIONS - (Continued)

2.25 License, Agency or Partnership

No license, expressed or implied, is granted by the Company to the Customer by virtue of an agreement for the furnishing of service hereunder. Neither the Customer nor any joint or authorized users shall represent or otherwise indicate to its customers or others that the Company jointly participates in the Customer's or joint user's services. The relationship between the Company and the Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement, unless such relationship or agreement is expressly agreed to in writing by both the Company and the Customer.

2.26 Proprietary Information

Neither the Company nor the Customer or any joint or authorized user shall disclose any plans, drawings, trade secrets or other proprietary information of the other party which is made known in the course of the furnishing of service hereunder, except as may be required by law, without prior written consent.

2.27 Promotions

The Company reserves the right, from time to time, to provide promotional offerings.

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### 3.0 LONG DISTANCE SERVICES

#### 3.1 Application to Intrastate Long Distance Services

The following regulations, terms and conditions apply to the intrastate common carrier long distance telecommunications services provided by the Company.

#### 3.2 General Service Description

Long Distance Services are a general offering of voice and data telecommunications capabilities and may be customized to meet specific customer requirements. Service can be designed by the Company based on customer-specific information, e.g., calling patterns and traffic volumes, jointly developed by Company and the Customer. Consistent with the customer-specific information and objectives, the Company retains the right to use either switched or dedicated facilities to provide service. Long Distance Services may be available for multi-year service periods and may be subject to a minimum monthly charge. Rates for service may be stabilized and can be distance-sensitive or postalized, sensitive to time-of-day, or otherwise developed to suit the Customer's needs as may be specified in each service option. Long Distance Services will support customer-specific seven and ten digit dialing plans.

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3.0 LONG DISTANCE SERVICES - (Continued)

3.3 Fraudulent Use of Verified Account Codes

In order to control fraud, the Company may disable or refuse to accept, Verified Account Codes which it reasonably suspects or determines to be invalid or experiencing abuse. The Company will notify the Customer when Verified Account Codes are disabled.

The Customer may notify the Company that a Customer-administered Verified Account Code is no longer valid. Customer notification to the Company may be delivered in writing or given orally when followed by facsimile or electronic mail. The Company will notify its underlying carrier(s) or undertake other appropriate security measures within the shortest reasonable time after the Customer's written, facsimile, or electronic mail notice is received by the Company. The Customer shall be liable for any calls placed using the verified authorization code, until the Company receives confirmation from its underlying carrier(s) that the verified authorization code has been effectively disabled.

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3.0 LONG DISTANCE SERVICES - (Continued)

3.4 Description of Rates and Charges

3.4.1 Application of Charges

Long Distance Communications Service includes recurring and nonrecurring charges. Stabilized recurring charges may be offered on a customer-specific basis where service demands or competitive necessity justify such charges. Recurring charges consist of flat-rated monthly and usage-sensitive charges. Service also may include a Minimum Charge. Nonrecurring charges for installation of a service and additions to service, as well as a Termination Charge and Cancellation Charge, are also included.

- (a) Non-Recurring Charges: Non-Recurring Charges are billed in advance.
- (b) Recurring Charges: Recurring Charges are usage-sensitive and are billed in arrears.

3.4.2 Installation Charge

Should a nonrecurring Installation Charge apply to a service option, it shall be as specified in the applicable rate section of this tariff.

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3.0 LONG DISTANCE SERVICES - (Continued)

3.4 Description of Rates and Charges - (continued)

3.4.3 Changes to Service

As specified for each service option, service components may be added to or deleted from a service. A nonrecurring Installation Charge will apply to additions, and recurring charges will be adjusted, as necessary, to reflect all changes to service.

3.4.4. Termination Charge

The Customer will be billed a Termination Charge if service is discontinued by the Customer under the provisions of the regulations specified in this tariff.

3.4.5 Rate Changes

The Company expressly reserves the right to initiate tariff revisions seeking to change the applicable rates under which the Customer has obtained service during any specified service period greater than any minimum service period provided under this tariff, unless otherwise agreed upon between the Company and the Customer.

3.4.6 Changes to Terms and Conditions

During any specified service period other than any minimum service period specified in this tariff, the Company expressly reserves the right to initiate changes in the terms and conditions under which service is provided, unless otherwise agreed upon between the Company and the Customer and filed in this tariff. If the Company initiates such tariff revisions without the Customer's agreement, the Customer may discontinue service without liability. If elected, this provision must be exercised by the Customer in writing within 30 days following the date of the Company's tariff filing. Any changes in the terms and conditions under which service is provided will be filed in this tariff.

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3.0 LONG DISTANCE SERVICES - (Continued)

3.5 General Practices Affecting Rates

The following set forth factors affecting rates which apply to all Long Distance Services unless modified expressly in this tariff.

3.5.1 Gross Receipts Tax

When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees are imposed by certain taxing jurisdictions upon the Company, its underlying carrier(s) or upon Local Exchange Companies and passed on to the Company, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated basis.

The amount of charge that may be prorated to each Customer's bill is determined by the communications services provided to and billed to a Customer's service location equal to the amount of the tax or fee imposed upon or passed on to the Company.

3.6 Other Taxes and Surcharges

The Customer will be billed for, and is responsible for payment of any other taxes, surcharges, fees or assessments (excluding taxes on the Company's net income) imposed on or based upon provision, sale or use of the Company's services.

The Customer agrees to pay to the Company the amount of any monthly Surcharge which a Local Exchange Carrier may collect from or which the Company's underlying carrier(s) may impose on the Company for any services or facilities used to provide service, including but not limited to Special Access Surcharges and Switched Access Surcharges.

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3.0 LONG DISTANCE SERVICES - (Continued)

3.7 Rate Determination

Long distance calls are charged on a per minute basis at a flat rate as set out in this tariff.

3.7.1 Jurisdiction

When the location of the calling and the called stations is a factor in rate determination, the rate is calculated according to whether the termination of the call is intrastate, interstate, or international.

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3.0 LONG DISTANCE SERVICES - (Continued)

3.8 Service Offerings

3.8.1 Advantage Switched Long Distance Service

Advantage Switched Long Distance Service is a flat rate direct dialed interchange service, which utilizes switched access facilities, from equal access locations, on the originating end of each call. Calls are billed in six (6) second increments. All charges are billed monthly in arrears.

3.8.2 Advantage Switched Toll Free Service

Advantage Switched Toll Free Service provides Toll Free calls to terminating points throughout the United States which utilizes switched access facilities, from equal access locations, on the terminating end of each call. Charges for the Toll Free calls are billed to Electric Lightwave, Inc.'s customers rather than the caller. Calls are billed in six (6) second increments with an initial call duration of a minimum of eighteen (18) seconds. All charges are billed monthly in arrears.

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3.0 LONG DISTANCE SERVICES - (Continued)

3.8 Service Offerings - (continued)

3.8.3 ELI Advantage Travel Card Service

ELI Advantage Travel Card Service is a calling card service that allows customers to call to and from anywhere in the United States. The caller dials an 800 number plus their identification code for access and then enters the digits of the terminating number. Calls are billed in arrears.

3.8.4 Directory Assistance Service

Directory Assistance Service provides telephone number information to the requesting customer. Nonpublished telephone number information is not provided with Directory Assistance.

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**3.0 LONG DISTANCE SERVICES - (Continued)****3.9 Optional Features****3.9.1 Verified Account Codes**

Authorization codes used by the customer to restrict and/or monitor long distance usage. Upon the customer's request, 1+ dialing is limited to callers with authorized access. The caller dials the 1+ number, must enter a code, and then connects to the dialed party. This feature is only utilized at the Customer's request.

**3.9.2 Toll Free Call Blocking by Area Code**

At the Customer's request, a Toll Free number can be blocked from access by area code parameters. Standard setup of Toll Free numbers is to allow calling access from all 50 states, Canada, the United States Virgin Islands and Puerto Rico.

**3.9.3 Toll Free Time of Day/Day of Week Routing**

At the Customer's request, a Toll Free number can be routed differently based on time of day, or day of week parameters. This feature allows for a Toll Free number to be routed to multiple locations based on the pre-set pattern.

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3.0 LONG DISTANCE SERVICES - (Continued)

3.10 Rates and Charges

Applicable per minute rates for each service are as specified below, and may be determined by both the term of the service commitment and the level of the monthly minimum billing agreed to by the Customer.

3.10.1 Advantage Switched Long Distance Service Rates

Rate Per Minute: \$0.06 (R)

3.10.2 Advantage Switched Toll Free Service Rates

Rate Per Minute: \$0.07 (R)

3.10.3 ELI Advantage Travel Card Service Rates

Rate Per Minute: \$0.22

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3.0 LONG DISTANCE SERVICES - (Continued)

3.10 Rates and Charges - (continued)

3.10.4 Directory Assistance

Per call: \$0.75

3.10.5 Verified Account Codes

	Monthly Recurring Charge	Non- recurring Charge
1-499 Account Codes	\$15.00	\$30.00
500 + Account Codes	ICB	ICB

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3.0 LONG DISTANCE SERVICES - (Continued)3.10 Rates and Charges - (continued)3.10.6 Toll Free Call Blocking by Area Code

	Monthly Recurring Charge	Non-recurring Charge
Per Toll Free Number	No Charge	\$100.00 per change

3.10.7 Toll Free Time of Day/Day of Week Routing

	Monthly Recurring Charge	Non-recurring Charge
Per Toll Free Number	\$35.00	\$100.00 per change

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4.0 PREPAID PHONE CARD SERVICES

4.1 Service Description

ELI Prepaid Phone Card Service provides a User with prepaid calling service for long distance calling within the Commonwealth of Kentucky. Prepaid Phone Card Service provides universal origination and termination from and to anywhere within the state.

A call is placed by dialing an 800 number to obtain access to ELI's network. The caller is prompted by an automated voice response system to enter his/her account number, and then to enter the terminating telephone number.

The Company's processor tracks the call duration and destination for rating purposes on a real time basis, such that the cards are decremented as used in one minute increments or units. The total charge for the call, which includes applicable taxes and surcharges, is deducted from the prepaid amount on the user's card.

Special features are available for use with the ELI Prepaid Phone Card. These features include speed calling capability for two digit dialing of up to ten numbers. In addition, multiple calls can be made without re-dialing an access number or account number.

ELI Prepaid Phone Cards are available at a face value ranging from 5 minutes to 500 minutes and can be purchased by the User at a variety of retail outlets or through other distribution channels. All prepaid calling cards expire twelve (12) months after the date of first use.

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**4.0 PREPAID PHONE CARD SERVICES - (Continued)****4.1 Service Description - (continued)****4.1.1 Prepaid Phone Card Service**

Customers activate the Prepaid Phone Card by dialing the toll free 800 number listed *on the back* of the card, and, via order entry voice-prompt, selecting a personal identification number (PIN).

To place a long distance call using the Prepaid Phone Card the user dials the toll free 800 access number provided *on the front* of the card (to access the debit calling platform), enters the card identification number, enters the user PIN, and then dials the terminating phone number. The platform monitors usage and advises the user of remaining time at the final one minute and at the final 30 second increments. The platform also advises the user immediately prior to exhaustion of the allotted time for the card. The user may recharge a card and/or continue a call placed on a card approaching zero, as appropriate, by entering a valid account number on a separate ELI Prepaid Phone Card or by entering a valid commercial credit card number. Users may also add value to an ELI Prepaid Phone Card by arranging to charge a credit card on a regular basis.

Instructions for using the Prepaid Phone Card are detailed on the reverse side of the calling card.

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4.0 PREPAID PHONE CARD SERVICES - (Continued)

4.1 Service Description - (continued)

4.1.2 Charitable Prepaid Phone Card Service

Charitable Prepaid Phone Card Service is designed primarily as a prepaid card used in conjunction with governmentally registered charitable organizations for the purpose of fund raising. Each card user is charged an additional designated amount that is dedicated to the charitable organization sponsoring the card.

4.1.3 Collectible Prepaid Phone Card Service

Collectible Prepaid Phone Card Service is designed primarily as a prepaid card marketed for its collectible value rather than its MTS value. Each card has a value of 10-20% that is designated as a collectible value, and is used to pay royalties, copyrights and other promotion fees in conjunction with license, endorsements and images that may be associated with the card.

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**4.0 PREPAID PHONE CARD SERVICES - (Continued)****4.2 Application of Rates**

Calls processed by the Company are rated and charged in increments of one "unit." One unit equals one minute of usage. Calls are generally rated using the rate plan designated and chosen for the particular card being utilized to place a call.

Chargeable time begins when the called party answers and a connection has been established. Chargeable time ends when either party "hangs up" thereby releasing the network connection. Calls are measured and billed in one minute increments; fractional minutes of use are rounded up to the next full minute. Consumers using the Company's Prepaid Phone Cards will not be charged for unanswered or uncompleted calls.

The Company may enter into agreements with retailers or other distributors of the Company's Prepaid Phone Cards to discount the price of cards purchased by a particular retailer or other distributor in order to induce the distributor to offer the cards to end users. These distribution arrangements will not affect a change in the rates listed in this tariff.

All rates apply to intrastate calls. Cards are available in \$5, \$10, \$20, \$30, \$50 and \$100, except as otherwise noted. An 800 number for Customer service is listed on the back of the card. All rate and Company contact information is prominently displayed at the dispenser location and is available from the Company via the 800 number.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**AUG 23 1998**

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

BY: Stephan D. Bell  
SECRETARY OF THE COMMISSION

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Issued: August 3, 1998

Effective: August 23, 1998

Susan McAdams  
Vice President, Government & Industry Affairs  
Electric Lightwave, Inc.  
4400 NE 77th Avenue  
Vancouver, WA 98662

4.0 PREPAID PHONE CARD SERVICES - (Continued)

4.3 Other Taxes and Surcharges

The Customer will be charged for, and is responsible for payment of any other taxes, surcharges, fees or assessments (excluding taxes on the Company's net income) imposed on or based upon provision, sale or use of the Company's services.

The Customer agrees to pay to the Company the amount of any Surcharge which a Local Exchange Carrier or Payphone Provider may collect from or which the Company's underlying carrier(s) may impose on the Company for any services or facilities used to provide service, including but not limited to Special Access Surcharges and Switched Access Surcharges.

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4.0 PREPAID PHONE CARD SERVICES - (Continued)

4.3 Rates and Charges

For calls placed anywhere in the United States, the following rates apply:

4.3.1 ELI Prepaid Phone Card Service Rates

Rate per minute:

Rate Plan 1	\$0.149
Rate Plan 2	\$0.17
Rate Plan 3	\$0.19
Rate Plan 4	\$0.20
Rate Plan 5	\$0.25
Rate Plan 6	\$0.29
Rate Plan 7	\$0.30
Rate Plan 8	\$0.33
Rate Plan 9	\$0.35
Rate Plan 10	\$0.39
Rate Plan 11	\$0.40
Rate Plan 12	\$0.45
Rate Plan 13	\$0.50
Rate Plan 14	\$0.52
Rate Plan 15	\$0.55
Rate Plan 16	\$0.60

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4.0 PREPAID PHONE CARD SERVICES - (Continued)

4.3 Rates and Charges

4.3.2 Charitable Prepaid Card Service Rates

Rate per minute:

Rate Plan 1	\$0.149
Rate Plan 2	\$0.17
Rate Plan 3	\$0.19
Rate Plan 4	\$0.20
Rate Plan 5	\$0.25
Rate Plan 6	\$0.29
Rate Plan 7	\$0.30
Rate Plan 8	\$0.33
Rate Plan 9	\$0.35
Rate Plan 10	\$0.39
Rate Plan 11	\$0.40
Rate Plan 12	\$0.45
Rate Plan 13	\$0.50
Rate Plan 14	\$0.52
Rate Plan 15	\$0.55
Rate Plan 16	\$0.60

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4.0 PREPAID PHONE CARD SERVICES - (Continued)

4.3 Rates and Charges

4.3.3 Collectible Prepaid Card Service Rates

Rate per minute:

Rate Plan 1	\$0.149
Rate Plan 2	\$0.17
Rate Plan 3	\$0.19
Rate Plan 4	\$0.20
Rate Plan 5	\$0.25
Rate Plan 6	\$0.29
Rate Plan 7	\$0.30
Rate Plan 8	\$0.33
Rate Plan 9	\$0.35
Rate Plan 10	\$0.39
Rate Plan 11	\$0.40
Rate Plan 12	\$0.45
Rate Plan 13	\$0.50
Rate Plan 14	\$0.52
Rate Plan 15	\$0.55
Rate Plan 16	\$0.60

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**CURRENT ACCOUNT ACTIVITY****USAGE CHARGES:****PRODUCT TYPE: 702 - ADVANTAGE LONG DIST**

INTRALATA	40.49
INTRASTATE	14.33
INTERSTATE	59.90
INTRASTATE DIR ASST	3.75
INTERSTATE DIR ASST	1.50
INTERNATIONAL	70.04

**PRODUCT TYPE: 741 - ADVANTAGE LONG DIST**

INTRALATA	3.24
INTRASTATE	3.83
INTERSTATE	10.18
INTRASTATE DIR ASST	0.75
INTERNATIONAL	12.67

SUB-TOTAL -----  
220.68

**SERVICES:**

Lightwave Telephone Service 279.00  
-----

SUB-TOTAL 279.00

**TAXES:**

Federal Excise Tax	14.99
State Sales Tax	32.48
Local Sales Tax	8.49

SUB-TOTAL -----  
55.96

TOTAL CURRENT CHARGES 555.64

- PAST DUE PORTIONS OF YOUR TOTAL AMOUNT DUE ARE SUBJECT TO A MONTHLY SERVICE CHARGE OF 1.500 PERCENT.

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**LEGEND**

D=DAY	E=EVENING	N=NIGHT/WEEKEND
SI=STANDARD INTERNATIONAL	DI=DISCOUNT INTERNATIONAL	EI=ECONOMY INTERNATIONAL
X=ORIGINATING NUMBER UNAVAILABLE		M=MULTIPLE RATE PERIOD
•=ORIGINATING NUMBER INDICATED FOR 800 CALLS		T=800 TRAVEL



03/02/96

PAGE 2

SERVICES

ID NUMBER: (208)  
SEATTLE, WA TO SEATTLE, WA  
SERVICE TYPE: Lightwave Telephone Service      ACTIVATION DATE: 01/20/96  
2-way Business Line, Qty 9      03/01/96 - 03/31/96      279.00  
-----  
SUBTOTAL      279.00  
  
TOTAL SERVICES:      -      279.00

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