This Tariff Replaces the Kentucky Tariff No. 1 in its Entirety.

KENTUCKY

TELECOMMUNICATIONS SERVICES TARIFF

OF

AIRESPRING, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for Local Exchange and Interexchange telecommunication services within the state of Kentucky by Airespring, Inc. ("Airespring"). This tariff is on file with the Kentucky Public Service Commission. Copies may be inspected, during normal business hours, at the following locations:

Airespring, Inc.
6060 Sepulveda Blvd., 2nd Floor
Van Nuys, CA 91411

or

Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, Kentucky 40602

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TABLE OF CONTENTS

Title Page ..... Title

Preface

- Table of Contents 1
- Check Sheet 2
- Explanation of Symbols 4
- Application of Tariff 5
- Tariff Format 6

Definitions ..... Section 1

Regulations ..... Section 2

Service Areas ..... Section 3

Service Charges and Surcharges ..... Section 4

Local Services and Rates ..... Section 5

Long Distance Services and Rates ..... Section 6

Special Arrangements ..... Section 7

Promotional Offerings ..... Section 8

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CHECK SHEET

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

SECTION	PAGE	REVISION		SECTION	PAGE	REVISION	
	Title	Original		2	15	Original	
Preface	1	Original		2	16	Original	
Preface	2	First Revised	*	2	17	Original	
Preface	3	Original		2	18	Original	
Preface	4	Original		2	19	Original	
Preface	5	Original		2	20	Original	
Preface	6	Original		2	21	First Revised	*
				2	22	Original	
1	1	Original		2	23	Original	
1	2	Original		2	24	Original	
1	3	Original		2	25	Original	
1	4	Original		2	26	Original	
1	5	Original		2	27	Original	
				2	28	Original	
2	1	Original		2	29	Original	
2	2	Original		2	30	Original	
2	3	Original		2	31	Original	
2	4	Original		2	32	Original	
2	5	Original		2	33	Original	
2	6	Original		2	34	Original	
2	7	Original		2	35	Original	
2	8	Original		2	36	Original	
2	9	Original		2	37	Original	
2	10	Original		2	38	Original	
2	11	Original		2	39	Original	
2	12	Original		2	40	Original	
2	13	Original		2	41	Original	
2	14	Original		2	42	Original	

* - indicates those pages included with this filing

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PUBLIC SERVICE COMMISSION
James W. Gardner
ACTING EXECUTIVE DIRECTOR
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Bunt Kirtley
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3/10/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

CHECK SHEET, (CONT'D.)

SECTION	PAGE	REVISION	
3	1	Original	*
4	1	Original	*
4	2	Original	*
4	3	Original	*
4	4	Original	*
4	5	Original	*
4	6	Original	*
4	7	Original	*
4	7	Original	*
5	1	Original	*
5	2	Original	*
5	3	Original	*
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6	14	Original	*
6	15	Original	*
6	16	Original	*
6	17	Original	*
6	18	Original	*
7	1	Original	*
8	1	Original	*

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EXPLANATION OF SYMBOLS

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

(C) - To signify changed regulation.

(D) - To signify discontinued rate or regulation.

(I) - To signify increased rate.

(M) - To signify a move in the location of text.

(N) - To signify new rate or regulation.

(R) - To signify reduced rate.

(S) - To signify reissued matter.

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

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange and interexchange communications services by Airespring, Inc., hereinafter referred to as the Company, to Customers within the state of Kentucky. Airespring's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the Kentucky Public Service Commission. In addition, this tariff is available for review at the main office of Airespring, Inc. at 6060 Sepulveda Blvd., 2nd Floor, Van Nuys, CA 91411.

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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. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.

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).1.

D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages 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 this page if these are the only changes made to it (i.e., the format, etc. remain 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 page is the most current on file with the Commission.

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SECTION 1 - DEFINITIONS

Account - All local exchange access lines billed to a single location by Billed Telephone Number (BTN).

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

Aggregator - Any person, excluding local exchange carriers and cellular service providers that, in the ordinary course of its operations, make telephones available to the public or to transient users of its premises, for intrastate telephone calls using a provider of operator services.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer 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.

Authorized User - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Common Carrier - An authorized company or entity providing telecommunications services to the public

Commission - Kentucky Public Service Commission.

Company - Whenever used in this tariff, "Company" refers to Airespring, Inc., unless otherwise specified or clearly indicated by the context.

Customer - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment - Terminal equipment provided by the Customer.

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

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SECTION 1 - DEFINITIONS, (CONT'D.)

End Office - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by TelCordia.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company network. Presubscribed Customers may also route interexchange calls to the Company network by dialing an access code supplied by the Company.

Exchange Telephone Company or Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Individual Case Basis (ICB) – A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

IXC or Interexchange Carrier- A long distance telecommunications services provider.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

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

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SECTION 1 - DEFINITIONS, (CONT'D.)

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

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

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

MOU - Minutes of Use.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

PIN - Personal Identification Number. See Authorization Code.

Point of Presence ("POP") - Point of Presence

Premises - The space occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

Recurring Charges - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

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SECTION 1 - DEFINITIONS, (CONT'D.)

Service - Any means of service offered herein or any combination thereof.

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

Service Order - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Services - The Company telecommunications services offered on the Company network.

Shared Inbound Calls - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company outbound service such that "1 + 10-digit number" calls are automatically routed to the Company or an IXC network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

Station - The network control signaling unit and any other equipment provided at the Customer premises which enables the Customer to establish communications connections and to effect communications through such connections.

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SECTION 1 - DEFINITIONS, (CONT'D.)

Subscriber - The person, firm, partnership, corporation, or other entity who orders telecommunications service from the Company. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Usage Charges - Charges for minutes or messages traversing over local exchange facilities.

User (or End User) - Any person or entity that obtains the Company's services provided under this tariff, regardless of whether such person or entity is so authorized by the Customer.

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

Failure by the Company to assert its rights pursuant to one provision of this Tariff does not preclude the Company from asserting its rights under other provisions.

2.1.2 Shortage of Equipment or Facilities

A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

A. Service is provided on the basis of a minimum period of at least thirty days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.

B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

C. Except as otherwise stated in this tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

D. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

E. Service may be terminated upon written notice to the Customer if:

1. the Customer is using the service in violation of this tariff; or

2. the Customer is using the service in violation of the law.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (Cont'd.)

F. This tariff shall be interpreted and governed by the laws of the state of Kentucky regardless of its choice of laws provision.

G. Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

H. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company

A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.

B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:

1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;

2. Any delay or failure of performance or equipment due to causes beyond the Company control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

3. Any unlawful or unauthorized use of Company facilities and services;

4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;

5. Breach in the privacy or security of communications transmitted over Company facilities;

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

D. (Cont'd.)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company liability is limited as set forth in paragraph A. of this Subsection 2.1.4.

7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Company facilities;

9. Any non-completion of calls due to network busy conditions;

10. Any calls not actually attempted to be completed during any period that service is unavailable;

11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of Company services or facilities.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

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

G. Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.

H. Directory Errors - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

I. With respect to Emergency Number 911 Service:

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

2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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OF KENTUCKY

SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

I. With respect to Emergency Number 911 Service, (Cont'd.)

3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

2.1.5 Notification of Service-Affecting Activities

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

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

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

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

C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

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

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

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

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

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

1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or

2. the reception of signals by Customer-provided equipment.

2.1.7 Non-routine Installation

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

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SECTION 2 - REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;

B. of a type other than that which the Company would normally utilize in the furnishing of its services;

C. over a route other than that which the Company would normally utilize in the furnishing of its services;

D. in a quantity greater than that which the Company would normally construct;

E. on an expedited basis;

F. on a temporary basis until permanent facilities are available;

G. involving abnormal costs; or

H. in advance of its normal construction.

All special construction arrangements will be in writing and filed with the Commission.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this rate sheet remains in the Company, its partners, agents, contractors or suppliers.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

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

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

2.2.3 The Company may block any signals being transmitted over its Network by Customers that cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

A. the payment of all applicable charges pursuant to this tariff;

B. damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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OF KENTUCKY

SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Responsibilities of the Customer, (Cont'd.)

2.3.1 General, (Cont'd.)

E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company opinion, injury or damage to Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;

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

G. not creating, or allowing to be placed, any liens or other encumbrances on Company equipment or facilities; and

H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.3 Responsibilities of the Customer, (Cont'd.)

2.3.2 Liability of the Customer

A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

B. To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate sheet of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this rate sheet including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this rate sheet is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. Company services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with Company 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.

2.4.2 Station Equipment

A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to Company employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing 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 other communications carriers that are applicable to such connections.

C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission 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.

D. Customers may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extend that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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SECTION 2 - REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspections

A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2A. 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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OF KENTUCKY

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons. The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

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COMMISSION
OF KENTUCKY

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Taxes, Fees and Surcharges

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

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

C. Kentucky Universal Service Fund (KUSF)

In order to support funding of LifeLine service to low-income consumers, the Company will collect a monthly Kentucky LifeLine Support charge from its Customers for each local line provided by the Company. Effective March 10, 2016, the charge per line will be applied at the rate of $0.14 per month. **(T)** **(T)**

D. Kentucky Telecommunications Relay Service / Telecommunications Devices for the Deaf Distribution Surcharge

In order to support funding of Kentucky TRS/TDD Surcharge for the deaf, the Company will collect a monthly support charge from its Customers for each local line provided by the Company. The charge per line will be $0.04 per month.

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James W. Gardner
ACTING EXECUTIVE DIRECTOR
TARIFF BRANCH
Bunt Kirtley
EFFECTIVE
3/10/2016
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

A. Nonrecurring charges are due and payable upon receipt of the Company's invoice by the Customer.

B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable upon receipt. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.

C. Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

D. The Monthly Recurring Charges are billed in advance. Monthly Recurring Charges are accrued in full as of the first day of the billing cycle in which the service is furnished. Therefore, the Monthly Recurring Charges are not subject to pro-rating if service is disconnected prior to the end of a billing period.

E. The Company's bill format will comply with 807 KAR 55:006 Section 6(3) and include the name of the Company and a toll free telephone number for Customer inquiries.

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OF KENTUCKY

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Billing and Collection of Charges, (Cont'd.)

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

G. Late Payment Fee

If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, thirty (30) days following the invoice date, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%. A late payment penalty may be assessed only once on any bill for rendered services.

H. Return Check Charge

The Customer will be assessed a charge of fifteen dollars ($15.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.

I. If service is disconnected by the Company in accordance with Section 2.6 following and later restored, restoration of service will be subject to all applicable installation charges.

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OF KENTUCKY

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.4 Disputed Bills

A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

B. Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Kentucky Public Service Commission. The address of the Commission is as follows:

Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, KY 40602
800-772-4636

C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

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OF KENTUCKY

SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one (1) month's charges for the service or facility and additional (1) month advance payment for each subsequent month. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The initial advance payment will be credited to the Customer's initial bill. Subsequent advance payments will be credited on the appropriate monthly bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Deposits

A. The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer that has established satisfactory credit and has no history of late payments to the Company.

B. The amount of the deposit which may be required of a Customer for the purpose of establishing credit shall not exceed two times the average monthly bill for residential Customers whose bills are payable in advance. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.

C. The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.

D. The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Deposits, (Cont'd.)

E. The Company shall keep a record of each cash deposit until the deposit is returned. The record will show the name of each Customer making a deposit; the premises occupied by the Customer when making the deposit and each successive premises occupied while the deposit is retained by the Company; the amount and date of making the deposit; and a record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit. Concurrently with receiving a deposit, the Company will provide the Customer a receipt showing the deposit date, the name and billing address of the Customer and the deposit amount.

F. Upon discontinuance of service, or when a Customer has established credit by other means, the Company will promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the services furnished by the Company. A transfer of service from one location to another within the Company serving area shall not be deemed a discontinuance with the Company if the character of the service remains unchanged.

G. Deposits will be refunded after twelve months of timely payment, with interest as specified above.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.7 Cancellation of Application for Service

A. Applications for service cannot be canceled without Company agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

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

C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

D. Special charges described in 2.5.7 A. through 2.5.7 C. will be calculated and applied on a case-by-case basis.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.8 Changes in Service Requested

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

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OF KENTUCKY

SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Discontinuance of Service

The Company may refuse or discontinue service under the following conditions provided than, unless otherwise stated, The Customer shall be given proper notification in accordance with 807 KAR 5:006 Section 14 to comply with any rule or remedy any deficiency.

2.6.1 With five (5) days written notice the Customer: Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 20 days from the date of the bill and only following proper written notification.

2.6.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.

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

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

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SECTION 2 - REGULATIONS, (CONT'D.)

2.6 Discontinuance of Service, (Cont'd.)

2.6.5 Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

2.6.6 Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.

2.6.7 Without notice in the event of tampering with the equipment or services furnished by the Company.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.7 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.7.1 for the part of the service that the interruption affects.

2.7.1 General

A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this rate sheet.

B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by Company agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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OF KENTUCKY

SECTION 2 - REGULATIONS, (CONT'D.)

2.7 Allowances for Interruptions in Service, (Cont'd.)

2.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

A. Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;

B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;

C. Due to circumstances or causes beyond the reasonable control of the Company;

D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;

F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

H. That was not reported to the Company within thirty (30) days of the date that service was affected.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.7 Allowances for Interruptions in Service, (Cont'd.)

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.7.4 Application of Credits for Interruptions in Service

A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes Effective: February 21, 2003, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

B. For calculating credit allowances, every month is considered to have thirty (30) days.

C. A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.7 Allowances for Interruptions in Service, (Cont'd.)

2.7.4 Application of Credits for Interruptions in Service, (Cont'd.)

D. Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E. Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

F. Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

2.7.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.8 Use of Customer's Service by Others

2.8.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.9 Cancellation of Service/Termination Liability

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line(s) and all associated features.

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.9.1 Termination Liability

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

A. all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus

B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus

C. all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;

D. minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.10 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

2.10.1 to any subsidiary, parent company or affiliate of the Company; or

2.10.2 pursuant to any sale or transfer of substantially all the assets of the Company; or

2.10.3 pursuant to any financing, merger or reorganization of the Company.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.11 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains Company services provided under this tariff.

2.11.1 Customer Liability for Fraud and Unauthorized Use of the Network

A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.

B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.

D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this rate sheet, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars ($50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company was affected.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.12 Notices and Communications

2.12.1 The Customer shall designate on the Service Order the address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which Company bills for service shall be mailed.

2.12.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.12.3 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.12.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.13 Bill 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
Past Due Amount (if applicable)	Date and Time of each call
Originating location & terminating number	Call duration
Call type	Total Charges per Call
Total Charges for Company Services	Taxes
Toll Free Customer Service Number:	(800) 825 - 1055

2.14 Miscellaneous Provisions

2.14.1 Telephone Number Changes

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

2.14.2 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.15 Billing Entity Conditions and Billing Dispute

When billing functions on behalf of the Company are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. Billing disputes shall be processed by the Company or its billing agent consistent with State regulations. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact the Company directly. If there is still a disagreement about the disputed amount after investigation and review by the Company or other service provider, the Billed Party has the option to pursue the matter with the Commission.

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SECTION 3 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LEC:

1) AT&T.

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SECTION 4 - SERVICE CHARGES AND SURCHARGES

4.1 Service Order and Change Charges

4.1.1 Nonrecurring Charges

Nonrecurring charges apply to processing Service Orders for new service and for changes in service.

Primary Line Connection Charge: Applies to requests for initial connection or establishment of telephone service with the Company.

Secondary Line Connection Charge: Applies to installation of a second or additional access line.

Service Order Charge: Applies to connection of new lines and to services orders associated with Customer requests for changes in service, moves, and the addition of services, including the additional of calling features.

4.1.2 Rates

	Business	**Residential**
Line Connection Charge		
Primary Line	$60.00	$60.00
Secondary Line	$60.00	$60.00
Service Order Charge		
Moves/Adds/Changes	$25.00	$ 25.00

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.2 Premises Visit Charge

Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises. This charge applies in addition to the Technician Dispatch Charge.

	Business	**Residential**
Installation Charge – 1st Hour	$120.00	$110.00
Repair Charge – 1st ½ Hour	$ 91.00	$ 91.00
Repair Charge – Each Add'l ½ Hour	$ 46.00	$ 46.00

4.3 Restoral Charge

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

	Business	**Residential**
Per occasion, per line:	$20.00	$20.00

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.4 Carrier Presubscription

4.4.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier that the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

4.4.2 Presubscription Options

Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

Option A: Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.

Option B: Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.

Option C: Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.4 Carrier Presubscription, (Cont'd.)

4.4.2 Presubscription Options, (Cont'd.)

Option D: Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription

Option E: Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.

Option F: Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

4.4.3 Rules and Regulations

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 4.4.5 below:

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.4 Carrier Presubscription, (Cont'd.)

4.4.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate an intraLATA or interLATA presubscription change at any time, subject to the charges specified in 4.4.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.4 Carrier Presubscription, (Cont'd.)

4.4.5 Presubscription Charges

A. Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 4.4.4 above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

B. Nonrecurring Charges

Per business or residence line, trunk, or port	
Initial Line, or Trunk or Port	$5.00
Additional Line, Trunk or Port	$5.00

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.5 Public Telephone Surcharge

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

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

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

Rate Per Call: $0.60

4.6 Directory Assistance Services

Directory Assistance is available to Customers of Airespring service. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance, Per Call

Intrastate Directory Assistance $0.99

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.7 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone, not presubscribed to the Company, used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

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

Rate Per Call:	$0.35

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SECTION 5 – LOCAL SERVICES AND RATES

5.1 General

5.1.1 Services Offered

The following Network Services are available to residence/business Customers and for resale by other carriers certificated by the Kentucky Public Service Commission.

5.1.2 Application of Rates and Charges

All services offered in this tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Nonrecurring and Monthly Recurring Charges. Charges for local calling services may be assessed on a measured rate basis and are additional to monthly recurring charges shown for business or Residence lines.

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SECTION 5 – LOCAL SERVICES AND RATES, (CONT'D.)

5.1 General, (Cont'd.)

5.1.3 Emergency Services Calling Plan

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer. Message toll telephone calls, to governmental emergency service agencies as set forth in A. following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in B. following are offered at no charge to Customers:

A. Governmental fire fighting, Kentucky State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.

B. An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

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SECTION 5 – LOCAL SERVICES AND RATES, (CONT'D.)

5.2 Call Timing for Usage Sensitive Services

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

5.2.1 Calls are measured in durational increments identified for each service. All calls, which are fractions of a measurement increment, are rounded-up to the next whole unit.

5.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).

5.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

5.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

5.2.5 All times refer to local time.

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SECTION 5 – LOCAL SERVICES AND RATES, (CONT'D.)

5.3 Analog Integrated T-1 Service

Analog Integrated T-1 Service combines local and long distance telephone service. This service also provides the user with local and IntraLATA calling packages, optional calling features and various non-regulated services.

This service includes 1,000 minutes of local calling usage per line. Local service calls over the 1,000 included minutes will be billed at $0.01 per minute. Optional intraLATA and interLATA long distance service is also available through rates provided in the Company's Long Distance Tariff.

Local calls are billed in one (1) minute increments, long distance calls are billed an initial eighteen (18) seconds and six (6) seconds thereafter. All services require a minimum of a Two (2) Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

5.3.1 Terms and Conditions

A. Integrated T-1 service is provided by dedicated T-1 circuits and includes up to 24 voice channels.

B. Voice traffic takes priority over data traffic in mixed usage situations.

C. All calls originated on these circuits must be completed and billed to the customer by the Company.

D. Installation Fee includes installing the circuit and the connecting/testing of the Company's supplied hardware. Company provided equipment must be returned at the end of the term agreement. Additional penalties will be assessed for non-returned or damaged equipment.

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SECTION 5 – LOCAL SERVICES AND RATES, (CONT'D.)

5.3 Analog Integrated T-1 Service, (Cont'd.)

5.3.2 Complimentary Features – no charge

Advanced Call Forwarding	Anonymous Call Rejection
Call Forwarding	Call Return
Call Transfer	Call Waiting
Caller Block	Caller ID
Caller ID Blocking	Do Not Disturb
Fined Me / Follow Me	Hunting
Message Waiting Audible Indicator	Repeat Dialing
Three Way Calling	Toll Blocking

5.3.3 Installation Fees

Installation Fee 2 Year Term	$250.00

5.3.4 Monthly Service Fee (includes up to 24 voice channels)

Initial	Statewide	
Pricing Tier	Monthly	2 Year Term
1.5 Mbps	N/A	$220
3.0 Mbps	N/A	$460
4.5 Mbps	N/A	$630

Each Additional Service Line - The rates below apply in addition to the Tiered Pricing provided above. Additional Service Lines cannot be ordered on a stand-alone basis but must be ordered in conjunction with the services provided above.

	Statewide
Pricing Tier	2 Year Term
1.5 Mbps	$10
3.0 Mbps	$10
4.5 Mbps	$10

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SECTION 5 – LOCAL SERVICES AND RATES, (CONT'D.)

5.4 Local Integrated T-1/PRI Service

Local Integrated T-1/PRI Service combines local and long distance telephone service. This service also provides the user with local and IntraLATA calling packages, optional calling features and various non-regulated services.

This service includes 1,000 minutes of local calling usage per line. Local service calls over the 1,000 included minutes will be billed at $0.01 per minute. Optional intraLATA and interLATA long distance service is also available through rates provided in the Company's Long Distance Tariff.

Local calls are billed in one (1) minute increments, long distance calls are billed an initial eighteen (18) seconds and six (6) seconds thereafter. All services require a minimum of a Two (2) Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

5.4.1 Terms and Conditions

A. Integrated T-1/PRI Service is provided by dedicated T-1 circuits and includes up to 24 voice channels.

B. Voice traffic takes priority over data traffic in mixed usage situations.

C. All calls originated on these circuits must be completed and billed to the customer by the Company.

D. Installation Fee includes installing the circuit and the connecting/testing of the Company's supplied hardware. Company provided equipment must be returned at the end of the term agreement. Additional penalties will be assessed for non-returned or damaged equipment.

E. Complimentary Features – no charge

Advanced Call Forwarding	Anonymous Call Rejection
Call Forwarding	Call Return
Call Transfer	Call Waiting
Caller Block	Caller ID
Caller ID Blocking	Do Not Disturb
Fined Me / Follow Me	Hunting
Message Waiting Audible Indicator	Repeat Dialing
Three Way Calling	Toll Blocking

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SECTION 5 – LOCAL SERVICES AND RATES, (CONT'D.)

5.4 Local Integrated T-1/PRI Service, (Cont'd.)

5.4.2 Complimentary Features – no charge

Advanced Call Forwarding	Anonymous Call Rejection
Call Forwarding	Call Return
Call Transfer	Call Waiting
Caller Block	Caller ID
Caller ID Blocking	Do Not Disturb
Fined Me / Follow Me	Hunting
Message Waiting Audible Indicator	Repeat Dialing
Three Way Calling	Toll Blocking

5.4.3 Installation Fees

Installation Fee 2 Year Term $250.00

5.4.4 Monthly Service Fee (includes up to 24 voice channels)

	Statewide	
Pricing Tier	Monthly	2 Year Term
1.5 Mbps	N/A	$240
3.0 Mbps	N/A	$525
4.5 Mbps	N/A	$725

Each Additional Service Line - The rates below apply in addition to the Tiered Pricing provided above. Additional Service Lines cannot be ordered on a stand-alone basis but must be ordered in conjunction with the services provided above.

	Statewide
Pricing Tier	2 Year Term
1.5 Mbps	$10
3.0 Mbps	$10
4.5 Mbps	$10

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SECTION 5 – LOCAL SERVICES AND RATES, (CONT'D.)

5.4 Local Integrated T-1/PRI Service, (Cont'd.)

5.4.5 DID Service Options

	Base Zone		Additional Rate Ctr.	
Blocks	NRC	Monthly	NRC	Monthly
20 DIDs	$10	$10	$50	$25
50 DIDs	$25	$25	$125	$50
10 DIDs	$50	$50	$250	$100

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SECTION 5 – LOCAL SERVICES AND RATES, (CONT'D.)

5.5 Local SIP Trunking Service

Local SIP Trunking Service combines local and long distance telephone service. This service also provides the user with local and IntraLATA calling packages, optional calling features and various non-regulated services. Customer must have SIP enabled equipment to utilize this Local SIP Trunking Service option.

Local calls are billed in one (1) minute increments, long distance calls are billed an initial eighteen (18) seconds and six (6) seconds thereafter. All services require a minimum of a Two (2) Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

5.5.1 Terms and Conditions

A. Integrated T-1 service is provided by dedicated T-1 circuits and includes up to 24 voice channels.

B. Voice traffic takes priority over data traffic in mixed usage situations.

C. All calls originated on these circuits must be completed and billed to the customer by the Company.

D. Installation Fee includes installing the circuit and the connecting/testing of the Company's supplied hardware. Company provided equipment must be returned at the end of the term agreement. Additional penalties will be assessed for non-returned or damaged equipment.

E. Complimentary Features – no charge

Advanced Call Forwarding	Anonymous Call Rejection
Call Forwarding	Call Return
Call Transfer	Call Waiting
Caller Block	Caller ID
Caller ID Blocking	Do Not Disturb
Fined Me / Follow Me	Hunting
Message Waiting Audible Indicator	Repeat Dialing
Three Way Calling	Toll Blocking

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SECTION 5 – LOCAL SERVICES AND RATES, (CONT'D.)

5.5 Local SIP Trunking Service, (Cont'd.)

5.5.1 Complimentary Features – no charge

Advanced Call Forwarding	Anonymous Call Rejection
Call Forwarding	Call Return
Call Transfer	Call Waiting
Caller Block	Caller ID
Caller ID Blocking	Do Not Disturb
Fined Me / Follow Me	Hunting
Message Waiting Audible Indicator	Repeat Dialing
Three Way Calling	Toll Blocking

5.5.2 Installation Fees

Installation Fee 2 Year Term $250.00

5.5.3 Monthly Service Fee (includes up to 24 voice channels)

	Statewide	
Pricing Tier	Monthly	2 Year Term
1.5 Mbps	N/A	$199
3.0 Mbps	N/A	$379
4.5 Mbps	N/A	$549
6.0 Mbps	N/A	$689
7.5 Mbps	N/A	$969
9.0 Mbps	N/A	$1,110
10.5 Mbps	N/A	$1,229
12.0 Mbps	N/A	$1,399

Each Additional Service Line - The rates below apply in addition to the Tiered Pricing provided above. Additional Service Lines cannot be ordered on a stand-alone basis but must be ordered in conjunction with the services provided above.

	Statewide
Pricing Tier	2 Year Term
All	$10

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SECTION 5 – LOCAL SERVICES AND RATES, (CONT'D.)

5.5 Local SIP Trunking Service, (Cont'd.)

5.5.4 DID Service Options

	Statewide		Additional Rate Ctr.	
Blocks	NRC	Monthly	NRC	Monthly
20 DIDs	$50	$25	$50	$25
50 DIDs	$125	$50	$125	$50
10 DIDs	$250	$100	$250	$100

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SECTION 5 – LOCAL SERVICES AND RATES, (CONT'D.)

5.6 Optional Calling Features

The following features are offered by the Company to Residential and Business Customers. Refer to service description for specific features offered with each type of local exchange service.

5.6.1 Feature Descriptions

A. **Call Forwarding Don't Answer, Basic:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.

B. **Advanced Call Forwarding:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to (1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.

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

D. **Caller ID – Basic:** Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

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5.6 Optional Calling Features, (Cont'd.)

5.6.1 Feature Descriptions, (Cont'd.)

E. **Caller ID Block:** Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.

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

G. **Call Selector:** Allows a Customer to assign a maximum of 15 telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.

H. **Call Tracing:** Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.

I. **Caller Block:** Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call or per line basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the end-user's number blocked. Per line end-users must dial an activation code prior to utilization.

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5.6 Optional Calling Features, (Cont'd.)

5.6.1 Feature Descriptions, (Cont'd.)

J. **Message Waiting Indication:** Provides the end-user with an audible (stutter dial tone) or visual (lamp or other CPE display) indication that messages are waiting to be retrieved. Message Waiting Indication can only be activated/deactivated by a voice mailbox or other voice messaging service provided by the Company or third party. It is the responsibility of the Customer to subscribe to a compatible voice messaging service. Visual Message Waiting Indication requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.

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

L. **Preferred Call Forwarding:** Permits the end-user to automatically forward to another number calls received from up to six end-user pre-selected telephone numbers programmed into the features screening list. The end-user controls when the feature is active, the forward-to-number and can add or remove calling numbers from the feature's screening list.

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

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

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SECTION 5 – LOCAL SERVICES AND RATES, (CONT'D.)

5.6 Optional Calling Features, (Cont'd.)

5.6.1 Feature Descriptions, (Cont'd.)

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

O. **Three Way Calling:** Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

P. **Features at No Charge**: Toll Restriction, blocking of information services, and blocking of caller identification services (including all and per line blocking for caller ID) will be offered with no monthly charge.

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SECTION 5 – LOCAL SERVICES AND RATES, (CONT'D.)

5.7 Miscellaneous Services

5.7.1 Presubscription Services

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

5.7.2 Pay Per Call Blocking/Unblocking

This service provides the option of blocking, or subsequent unblocking, all 900 and 976 calls on a per line basis. The Company will provide for per-line blocking where the Company's switching facilities permit.

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SECTION 6 – LONG DISTANCE SERVICES AND RATES

6.1 Switched Access Outbound and Inbound Service

6.1.1 Switched Access Outbound 1 Service

Airespring Switched Access Outbound 1 Service provides Customers with the ability to make intrastate 1+ long distance calls within the state. All calls are billed in one (1) minute increments, with a minimum billing period of one (1) minute. The rate options and tiers provide the Customer the option of choosing one of the applicable rate plans based upon their monthly estimated usage.

A. Airespring Outbound A1

Option A	Per Minute Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option A-1	$0.2342	$0.2295	$0.2248	$0.2201
Option A-2	$0.2083	$0.2041	$0.2000	$0.1958
Option A-3	$0.1921	$0.1883	$0.1844	$0.1806
Option A-4	$0.1831	$0.1794	$0.1758	$0.1721

B. Airespring Outbound B1

Option B	Per Minute Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option B-1	$0.1814	$0.1778	$0.1741	$0.1705
Option B-2	$0.1623	$0.1591	$0.1558	$0.1526
Option B-3	$0.1494	$0.1464	$0.1434	$0.1404
Option B-4	$0.1426	$0.1397	$0.1369	$0.1340

C. Airespring Outbound C1

Option C	Per Minute Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option C-1	$0.0927	$0.0908	$0.0890	$0.0871
Option C-2	$0.0831	$0.0814	$0.0798	$0.0781
Option C-3	$0.0769	$0.0754	$0.0738	$0.0723
Option C-4	$0.0736	$0.0721	$0.0707	$0.0692

D. Airespring Outbound D1

Option D	Per Minute Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option D-1	$0.0466	$0.0457	$0.0447	$0.0438
Option D-2	$0.0421	$0.0413	$0.0404	$0.0396
Option D-3	$0.0399	$0.0391	$0.0383	$0.0375
Option D-4	$0.0382	$0.0374	$0.0367	$0.0359

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SECTION 6 – LONG DISTANCE SERVICES AND RATES, (CONT'D.)

6.1 Switched Access Outbound and Inbound Service, (Cont'd.)

6.1.2 Switched Access Outbound 6 Service

Airespring Switched Access Outbound 6 service provides Customers with the ability to make intrastate 1+ long distance calls within the state. All calls are billed in six (6) second increments, with a minimum billing period of eighteen (18) seconds. The rate options and tiers provide the Customer the option of choosing one of the applicable rate plans based upon their monthly estimated usage.

A. Airespring Outbound A6

	Per Period Rates			
Initial Period	Tier 1	Tier 2	Tier 3	Tier 4
Option A6-1	$0.0702	$0.0688	$0.0674	$0.0660
Option A6-2	$0.0625	$0.0613	$0.0600	$0.0588
Option A6-3	$0.0576	$0.0564	$0.0553	$0.0541
Option A6-4	$0.0549	$0.0538	$0.0527	$0.0516
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4
Option A6-1	$0.0234	$0.0229	$0.0225	$0.0220
Option A6-2	$0.0208	$0.0204	$0.0200	$0.0196
Option A6-3	$0.0192	$0.0188	$0.0184	$0.0180
Option A6-4	$0.0183	$0.0179	$0.0176	$0.0172

B. Airespring Outbound B6

	Per Period Rates			
Initial Period	Tier 1	Tier 2	Tier 3	Tier 4
Option B6-1	$0.0543	$0.0532	$0.0521	$0.0510
Option B6-2	$0.0486	$0.0476	$0.0467	$0.0457
Option B6-3	$0.0447	$0.0438	$0.0429	$0.0420
Option B6-4	$0.0429	$0.0420	$0.0412	$0.0403
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4
Option B6-1	$0.0181	$0.0177	$0.0174	$0.0170
Option B6-2	$0.0162	$0.0159	$0.0156	$0.0152
Option B6-3	$0.0149	$0.0146	$0.0143	$0.0140
Option B6-4	$0.0143	$0.0140	$0.0137	$0.0134

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SECTION 6 – LONG DISTANCE SERVICES AND RATES, (CONT'D.)

6.1 Switched Access Outbound and Inbound Service, (Cont'd.)

6.1.2 Switched Access Outbound 6 Service, (Cont'd.)

C. Airespring Outbound C6

	Per Period Rates			
Initial Period	Tier 1	Tier 2	Tier 3	Tier 4
Option C6-1	$0.0279	$0.0273	$0.0268	$0.0262
Option C6-2	$0.0249	$0.0244	$0.0239	$0.0234
Option C6-3	$0.0231	$0.0226	$0.0222	$0.0217
Option C6-4	$0.0222	$0.0218	$0.0213	$0.0209
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4
Option C6-1	$0.0093	$0.0091	$0.0089	$0.0087
Option C6-2	$0.0083	$0.0081	$0.0080	$0.0078
Option C6-3	$0.0077	$0.0075	$0.0074	$0.0072
Option C6-4	$0.0074	$0.0073	$0.0071	$0.0070

D. Airespring Outbound D6

	Per Period Rates			
Initial Period	Tier 1	Tier 2	Tier 3	Tier 4
Option D6-1	$0.0141	$0.0138	$0.0135	$0.0133
Option D6-2	$0.0126	$0.0123	$0.0121	$0.0118
Option D6-3	$0.0120	$0.0118	$0.0115	$0.0113
Option D6-4	$0.0114	$0.0112	$0.0109	$0.0107
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4
Option D6-1	$0.0047	$0.0046	$0.0045	$0.0044
Option D6-2	$0.0042	$0.0041	$0.0040	$0.0039
Option D6-3	$0.0040	$0.0039	$0.0038	$0.0038
Option D6-4	$0.0038	$0.0037	$0.0036	$0.0036

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SECTION 6 – LONG DISTANCE SERVICES AND RATES, (CONT'D.)

6.1 Switched Access Outbound and Inbound Service, (Cont'd.)

6.1.3 Switched Access Inbound 1 Service

Airespring Switched Access Inbound 1 service provides Customers with the ability to received intrastate toll free calls within the state. All calls are billed in one (1) minute increments, with a minimum billing period of one (1) minute. The rate options and tiers provide the Customer the option of choosing one of the applicable rate plans based upon their monthly estimated usage.

A. Airespring Inbound A1

	Per Minute Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option A-1	$0.0994	$0.0974	$0.0954	$0.0934
Option A-2	$0.0893	$0.0875	$0.0857	$0.0839
Option A-3	$0.0825	$0.0809	$0.0792	$0.0776
Option A-4	$0.0792	$0.0776	$0.0760	$0.0744

B. Airespring Inbound B1

	Per Minute Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option B-1	$0.0994	$0.0974	$0.0954	$0.0934
Option B-2	$0.0076	$0.0074	$0.0073	$0.0071
Option B-3	$0.0077	$0.0075	$0.0074	$0.0072
Option B-4	$0.0792	$0.0776	$0.0760	$0.0744

C. Airespring Inbound C1

	Per Minute Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option C-1	$0.0994	$0.0974	$0.0954	$0.0934
Option C-2	$0.0893	$0.0875	$0.0857	$0.0839
Option C-3	$0.0825	$0.0809	$0.0792	$0.0776
Option C-4	$0.0792	$0.0776	$0.0760	$0.0744

D. Airespring Inbound D1

	Per Minute Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option D-1	$0.0854	$0.0837	$0.0820	$0.0803
Option D-2	$0.0769	$0.0754	$0.0738	$0.0723
Option D-3	$0.0713	$0.0699	$0.0684	$0.0670
Option D-4	$0.0685	$0.0671	$0.0658	$0.0644

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SECTION 6 – LONG DISTANCE SERVICES AND RATES, (CONT'D.)

6.1 Switched Access Outbound and Inbound Service, (Cont'd.)

6.1.4 Switched Access Inbound 6 Service

Airespring Switched Access Inbound 6 service provides Customers with the ability to received intrastate toll free calls within the state. All calls are billed in six (6) second increments, with a minimum billing period of eighteen (18) seconds. The rate options and tiers provide the Customer the option of choosing one of the applicable rate plans based upon their monthly estimated usage.

A. Airespring Inbound A6

	Per Period Rates			
Initial Period	Tier 1	Tier 2	Tier 3	Tier 4
Option A6-1	$0.0297	$0.0291	$0.0285	$0.0279
Option A6-2	$0.0268	$0.0263	$0.0257	$0.0252
Option A6-3	$0.0249	$0.0244	$0.0239	$0.0234
Option A6-4	$0.0237	$0.0232	$0.0228	$0.0223
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4
Option A6-1	$0.0099	$0.0097	$0.0095	$0.0093
Option A6-2	$0.0089	$0.0088	$0.0086	$0.0084
Option A6-3	$0.0083	$0.0081	$0.0080	$0.0078
Option A6-4	$0.0079	$0.0077	$0.0076	$0.0074

B. Airespring Inbound B6

	Per Period Rates			
Initial Period	Tier 1	Tier 2	Tier 3	Tier 4
Option B6-1	$0.0297	$0.0291	$0.0285	$0.0279
Option B6-2	$0.0024	$0.0024	$0.0023	$0.0023
Option B6-3	$0.0024	$0.0024	$0.0023	$0.0023
Option B6-4	$0.0237	$0.0232	$0.0228	$0.0223
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4
Option B6-1	$0.0099	$0.0097	$0.0095	$0.0093
Option B6-2	$0.0008	$0.0008	$0.0008	$0.0008
Option B6-3	$0.0008	$0.0008	$0.0008	$0.0008
Option B6-4	$0.0079	$0.0077	$0.0076	$0.0074

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SECTION 6 – LONG DISTANCE SERVICES AND RATES, (CONT'D.)

6.1 Switched Access Outbound and Inbound Service, (Cont'd.)

6.1.4 Switched Access Inbound 6 Service, (Cont'd.)

C. Airespring Inbound C6

	Per Period Rates			
Initial Period	Tier 1	Tier 2	Tier 3	Tier 4
Option C6-1	$0.0297	$0.0291	$0.0285	$0.0279
Option C6-2	$0.0267	$0.0262	$0.0256	$0.0251
Option C6-3	$0.0249	$0.0244	$0.0239	$0.0234
Option C6-4	$0.0237	$0.0232	$0.0228	$0.0223
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4
Option C6-1	$0.0099	$0.0097	$0.0095	$0.0093
Option C6-2	$0.0089	$0.0087	$0.0085	$0.0084
Option C6-3	$0.0083	$0.0081	$0.0080	$0.0078
Option C6-4	$0.0079	$0.0077	$0.0076	$0.0074

D. Airespring Inbound D6

	Per Period Rates			
Initial Period	Tier 1	Tier 2	Tier 3	Tier 4
Option D6-1	$0.0255	$0.0250	$0.0245	$0.0240
Option D6-2	$0.0231	$0.0226	$0.0222	$0.0217
Option D6-3	$0.0213	$0.0209	$0.0204	$0.0200
Option D6-4	$0.0207	$0.0203	$0.0199	$0.0195
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4
Option D6-1	$0.0085	$0.0083	$0.0082	$0.0080
Option D6-2	$0.0077	$0.0075	$0.0074	$0.0072
Option D6-3	$0.0071	$0.0070	$0.0068	$0.0067
Option D6-4	$0.0069	$0.0068	$0.0066	$0.0065

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SECTION 6 – LONG DISTANCE SERVICES AND RATES, (CONT'D.)

6.2 Dedicated Access Outbound and Inbound Rates

6.2.1 Dedicated Access Outbound 6 Service

Airespring Dedicated Outbound 6 service provides Customers with the ability to make intrastate 1+ long distance calls within the state. All calls are billed in six (6) second increments, with a minimum billing period of six (6) seconds. The rate options and tiers provide the Customer the option of choosing one of the applicable rate plans based upon their monthly estimated usage.

A. Airespring Dedicated Outbound A1

	Per Period Rates (Initial and Each Additional Period)					
	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
Option A-1	$0.00271	$0.00266	$0.00262	$0.00257	$0.00253	$0.00247
Option A-2	$0.00251	$0.00245	$0.00242	$0.00238	$0.00234	$0.00228
Option A-3	$0.00229	$0.00224	$0.00221	$0.00218	$0.00214	$0.00208
Option A-4	$0.00210	$0.00206	$0.00203	$0.00200	$0.00196	$0.00191
Option A-5	$0.00198	$0.00194	$0.00191	$0.00188	$0.00185	$0.00180
Option A-6	$0.00188	$0.00184	$0.00181	$0.00179	$0.00176	$0.00171

B. Airespring Dedicated Outbound B1

	Per Period Rates (Initial and Each Additional Period)					
	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
Option B-1	$0.00251	$0.00246	$0.00242	$0.00238	$0.00235	$0.00228
Option B-2	$0.00233	$0.00228	$0.00224	$0.00221	$0.00217	$0.00212
Option B-3	$0.00212	$0.00208	$0.00205	$0.00201	$0.00198	$0.00193
Option B-4	$0.00195	$0.00191	$0.00188	$0.00185	$0.00182	$0.00177
Option B-5	$0.00184	$0.00180	$0.00178	$0.00175	$0.00172	$0.00167
Option B-6	$0.00174	$0.00171	$0.00168	$0.00165	$0.00163	$0.00158

C. Airespring Dedicated Outbound C1

	Per Period Rates (Initial and Each Additional Period)					
	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
Option C-1	$0.00189	$0.00185	$0.00182	$0.00180	$0.00177	$0.00172
Option C-2	$0.00169	$0.00165	$0.00163	$0.00160	$0.00158	$0.00154
Option C-3	$0.00139	$0.00136	$0.00134	$0.00132	$0.00130	$0.00126
Option C-4	$0.00129	$0.00126	$0.00124	$0.00123	$0.00121	$0.00117
Option C-5	$0.00119	$0.00117	$0.00115	$0.00113	$0.00111	$0.00108
Option C-6	$0.00109	$0.00107	$0.00105	$0.00104	$0.00102	$0.00099

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SECTION 6 – LONG DISTANCE SERVICES AND RATES, (CONT'D.)

6.2 Dedicated Access Outbound and Inbound Rates, (Cont'd.)

6.2.2 Dedicated Access Inbound 6 Service

Airespring Dedicated Inbound 6 service provides Customers with the ability to received intrastate toll free calls within the state. All calls are billed in six (6) second increments, with a minimum billing period of six (6) seconds. The rate options and tiers provide the Customer the option of choosing one of the applicable rate plans based upon their monthly estimated usage. Dedicated Access Lines are provided and billed to the Customer by the Company or by another Dedicated Access provider. Charges for Dedicated Access Lines are determined by the Dedicated Access provider.

A. Airespring Dedicated Inbound A6

	Per Period Rates (Initial and Each Additional Period)					
	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
Option A-1	$0.00420	$0.00412	$0.00405	$0.00399	$0.00393	$0.00382
Option A-2	$0.00388	$0.00381	$0.00375	$0.00369	$0.00363	$0.00353
Option A-3	$0.00355	$0.00348	$0.00343	$0.00337	$0.00332	$0.00323
Option A-4	$0.00325	$0.00319	$0.00314	$0.00309	$0.00304	$0.00296
Option A-5	$0.00307	$0.00301	$0.00296	$0.00292	$0.00287	$0.00279
Option A-6	$0.00291	$0.00285	$0.00281	$0.00276	$0.00272	$0.00265

B. Airespring Dedicated Inbound B6

	Per Period Rates (Initial and Each Additional Period)					
	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
Option B-1	$0.00358	$0.00351	$0.00345	$0.00340	$0.00335	$0.00326
Option B-2	$0.00331	$0.00324	$0.00319	$0.00314	$0.00309	$0.00301
Option B-3	$0.00302	$0.00296	$0.00291	$0.00287	$0.00282	$0.00275
Option B-4	$0.00277	$0.00271	$0.00267	$0.00263	$0.00259	$0.00252
Option B-5	$0.00262	$0.00257	$0.00253	$0.00249	$0.00245	$0.00238
Option B-6	$0.00248	$0.00243	$0.00239	$0.00236	$0.00232	$0.00226

C. Airespring Dedicated Inbound C6

	Per Period Rates (Initial and Each Additional Period)					
	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
Option C-1	$0.00270	$0.00265	$0.00261	$0.00257	$0.00252	$0.00246
Option C-2	$0.00250	$0.00245	$0.00241	$0.00238	$0.00234	$0.00228
Option C-3	$0.00228	$0.00223	$0.00220	$0.00217	$0.00213	$0.00207
Option C-4	$0.00209	$0.00205	$0.00202	$0.00199	$0.00195	$0.00190
Option C-5	$0.00198	$0.00194	$0.00191	$0.00188	$0.00185	$0.00180
Option C-6	$0.00188	$0.00184	$0.00181	$0.00179	$0.00176	$0.00171

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SECTION 6 – LONG DISTANCE SERVICES AND RATES, (CONT'D.)

6.3 SIP Trunking Inbound and Outbound Rates

6.3.1 Local SIP Trunking Outbound LD Service

Airespring Local SIP Trunking Outbound LD service provides Customers with the ability to make intrastate 1+ long distance calls within the state. The rate options and tiers provide the Customer the option of choosing one of the applicable rate plans based upon their monthly estimated usage.

A. Per Minute Rates

All calls are billed in one (1) minute increments, with a minimum billing period of one (1) minute.

	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	$0.01360	$0.01333	$0.01306	$0.01279	$0.01251
Option A-2	$0.01258	$0.01233	$0.01207	$0.01182	$0.01157
Option A-3	$0.01148	$0.01125	$0.01102	$0.01079	$0.01056
Option A-4	$0.01053	$0.01032	$0.01011	$0.00990	$0.00969
Option A-5	$0.00995	$0.00975	$0.00955	$0.00935	$0.00915

B. Per Period Rates

All calls are billed in six (6) second increments, with a minimum billing period of eighteen (18) seconds.

Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	$0.0408	$0.0400	$0.0392	$0.0384	$0.0375
Option A-2	$0.0377	$0.0370	$0.0362	$0.0355	$0.0347
Option A-3	$0.0344	$0.0338	$0.0331	$0.0324	$0.0317
Option A-4	$0.0316	$0.0310	$0.0303	$0.0297	$0.0291
Option A-5	$0.0298	$0.0292	$0.0287	$0.0281	$0.0275
Each Addl. Period	**Tier 1**	**Tier 2**	**Tier 3**	**Tier 4**	**Tier 5**
Option A-1	$0.0014	$0.0013	$0.0013	$0.0013	$0.0013
Option A-2	$0.0013	$0.0012	$0.0012	$0.0012	$0.0012
Option A-3	$0.0012	$0.0011	$0.0011	$0.0011	$0.0011
Option A-4	$0.0011	$0.0010	$0.0010	$0.0010	$0.0010
Option A-5	$0.0010	$0.0010	$0.0010	$0.0009	$0.0009

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SECTION 6 – LONG DISTANCE SERVICES AND RATES, (CONT'D.)

6.3 SIP Trunking Inbound and Outbound Rates, (Cont'd.)

6.3.2 Local SIP Trunking Inbound Toll Free Service

Airespring Local SIP Trunking Inbound Toll Free service provides Customers with the ability to received intrastate toll free calls within the state. All calls are billed in one (1) minute increments, with a minimum billing period of one (1) minute. The rate options and tiers provide the Customer the option of choosing one of the applicable rate plans based upon their monthly estimated usage.

A. Per Minute Rates

All calls are billed in one (1) minute increments, with a minimum billing period of one (1) minute.

	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	$0.0270	$0.0265	$0.0260	$0.0254	$0.0249
Option A-2	$0.0250	$0.0245	$0.0240	$0.0235	$0.0230
Option A-3	$0.0228	$0.0224	$0.0219	$0.0215	$0.0210
Option A-4	$0.0209	$0.0205	$0.0201	$0.0197	$0.0193
Option A-5	$0.0198	$0.0194	$0.0190	$0.0186	$0.0182

B. Per Period Rates

All calls are billed in six (6) second increments, with a minimum billing period of eighteen (18) seconds.

Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	$0.0408	$0.0400	$0.0392	$0.0384	$0.0375
Option A-2	$0.0377	$0.0370	$0.0362	$0.0355	$0.0347
Option A-3	$0.0344	$0.0338	$0.0331	$0.0324	$0.0317
Option A-4	$0.0316	$0.0310	$0.0303	$0.0297	$0.0291
Option A-5	$0.0298	$0.0292	$0.0287	$0.0281	$0.0275
Each Addl. Period	**Tier 1**	**Tier 2**	**Tier 3**	**Tier 4**	**Tier 5**
Option A-1	$0.0027	$0.0027	$0.0026	$0.0025	$0.0025
Option A-2	$0.0025	$0.0025	$0.0024	$0.0024	$0.0023
Option A-3	$0.0023	$0.0022	$0.0022	$0.0021	$0.0021
Option A-4	$0.0021	$0.0021	$0.0020	$0.0020	$0.0019
Option A-5	$0.0020	$0.0019	$0.0019	$0.0019	$0.0018

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OF KENTUCKY

SECTION 6 – LONG DISTANCE SERVICES AND RATES, (CONT'D.)

6.3 SIP Trunking Inbound and Outbound Rates, (Cont'd.)

6.3.3 LD SIP Blended Trunk Outbound LD Service

Airespring LD SIP Blended Trunk Outbound LD Service provides Customers with the ability to make intrastate 1+ long distance calls within the state. All calls are billed in six (6) second increments, with a minimum billing period of eighteen (18) seconds. The base rate and tiered options provide the customer the option of choosing one of the applicable rate plans based upon their monthly usage.

	Per Period Rates				
Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	$0.00567	$0.00556	$0.00547	$0.00539	$0.00530
Option A-2	$0.00506	$0.00496	$0.00488	$0.00481	$0.00473
Option A-3	$0.00417	$0.00409	$0.00402	$0.00396	$0.00390
Option A-4	$0.00387	$0.00379	$0.00373	$0.00368	$0.00362
Option A-5	$0.00357	$0.00350	$0.00345	$0.00339	$0.00334
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	$0.00189	$0.00185	$0.00182	$0.00180	$0.00177
Option A-2	$0.00169	$0.00165	$0.00163	$0.00160	$0.00158
Option A-3	$0.00139	$0.00136	$0.00134	$0.00132	$0.00130
Option A-4	$0.00129	$0.00126	$0.00124	$0.00123	$0.00121
Option A-5	$0.00119	$0.00117	$0.00115	$0.00113	$0.00111

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OF KENTUCKY

SECTION 6 – LONG DISTANCE SERVICES AND RATES, (CONT'D.)

6.3 SIP Trunking Inbound and Outbound Rates, (Cont'd.)

6.3.4 LD SIP Blended Trunk Inbound Toll Free Service

Airespring LD SIP Blended Trunk Inbound Toll Free Service provides Customers with the ability to received intrastate toll free calls within the state. All calls are billed in six (6) second increments, with a minimum billing period of eighteen (18) seconds. The base rate and tiered options provide the customer the option of choosing one of the applicable rate plans based upon their monthly usage.

	Per Period Rates				
Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	$0.00810	$0.00794	$0.00782	$0.00770	$0.00757
Option A-2	$0.00750	$0.00735	$0.00724	$0.00713	$0.00701
Option A-3	$0.00684	$0.00670	$0.00660	$0.00650	$0.00640
Option A-4	$0.00627	$0.00614	$0.00605	$0.00596	$0.00586
Option A-5	$0.00594	$0.00582	$0.00573	$0.00564	$0.00555
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	$0.00270	$0.00265	$0.00261	$0.00257	$0.00252
Option A-2	$0.00250	$0.00245	$0.00241	$0.00238	$0.00234
Option A-3	$0.00228	$0.00223	$0.00220	$0.00217	$0.00213
Option A-4	$0.00209	$0.00205	$0.00202	$0.00199	$0.00195
Option A-5	$0.00198	$0.00194	$0.00191	$0.00188	$0.00185

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OF KENTUCKY

SECTION 6 – LONG DISTANCE SERVICES AND RATES, (CONT'D.)

6.4 Local and Integrated T-1 Service Offerings

6.4.1 Local and Integrated T-1 Outbound LD Service

Airespring Local and Integrated T-1 Outbound LD Service provides Customers with the ability to make intrastate 1+ long distance calls within the state. All calls are billed in six (6) second increments, with a minimum billing period of eighteen (18) seconds. The base rate and tiered options provide the customer the option of choosing one of the applicable rate plans based upon their monthly usage.

A. Local and Integrated T-1 Option A

Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	$0.00390	$0.00380	$0.00370	$0.00370	$0.00360
Option A-2	$0.00350	$0.00340	$0.00340	$0.00330	$0.00320
Option A-3	$0.00320	$0.00310	$0.00310	$0.00300	$0.00290
Option A-4	$0.00290	$0.00280	$0.00280	$0.00270	$0.00270
Each Add'l. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	$0.00390	$0.00380	$0.00370	$0.00370	$0.00360
Option A-2	$0.00350	$0.00340	$0.00340	$0.00330	$0.00320
Option A-3	$0.00320	$0.00310	$0.00310	$0.00300	$0.00290
Option A-4	$0.00290	$0.00280	$0.00280	$0.00270	$0.00270

B. Local and Integrated T-1 Option B

Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option B-1	$0.00220	$0.00220	$0.00210	$0.00210	$0.00200
Option B-2	$0.00210	$0.00210	$0.00200	$0.00200	$0.00190
Option B-3	$0.00190	$0.00190	$0.00180	$0.00180	$0.00170
Option B-4	$0.00170	$0.00170	$0.00160	$0.00160	$0.00160
Each Add'l. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option B-1	$0.00220	$0.00220	$0.00210	$0.00210	$0.00200
Option B-2	$0.00210	$0.00210	$0.00200	$0.00200	$0.00190
Option B-3	$0.00190	$0.00190	$0.00180	$0.00180	$0.00170
Option B-4	$0.00170	$0.00170	$0.00160	$0.00160	$0.00160

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OF KENTUCKY

SECTION 6 – LONG DISTANCE SERVICES AND RATES, (CONT'D.)

6.4 Local and Integrated T-1 Service Offerings, (Cont'd.)

6.4.1 Local and Integrated T-1 Outbound LD Service, (Cont'd.)

C. Local and Integrated T-1 Option C

Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option C-1	$0.00140	$0.00140	$0.00130	$0.00130	$0.00130
Option C-2	$0.00130	$0.00130	$0.00120	$0.00120	$0.00120
Option C-3	$0.00110	$0.00110	$0.00110	$0.00100	$0.00100
Option C-4	$0.00110	$0.00110	$0.00110	$0.00100	$0.00100
Each Add'l. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option C-1	$0.00140	$0.00140	$0.00130	$0.00130	$0.00130
Option C-2	$0.00130	$0.00130	$0.00120	$0.00120	$0.00120
Option C-3	$0.00110	$0.00110	$0.00110	$0.00100	$0.00100
Option C-4	$0.00110	$0.00110	$0.00110	$0.00100	$0.00100

D. Local and Integrated T-1 Option D

Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option D-1	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000
Option D-2	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000
Option D-3	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000
Option D-4	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000
Each Add'l. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option D-1	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000
Option D-2	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000
Option D-3	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000
Option D-4	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000

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OF KENTUCKY

SECTION 6 – LONG DISTANCE SERVICES AND RATES, (CONT'D.)

6.4 Local and Integrated T-1 Service Offerings, (Cont'd.)

6.4.2 Local and Integrated T-1 Inbound Toll Free Service

Airespring Local and Integrated T-1 Inbound Toll Free Service provides Customers with the ability to received intrastate toll free calls within the state. All calls are billed in six (6) second increments, with a minimum billing period of eighteen (18) seconds. The base rate and tiered options provide the customer the option of choosing one of the applicable rate plans based upon their monthly usage.

A. Local and Integrated T-1 Option A

Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	$0.01830	$0.06000	$0.05880	$0.05750	$0.05630
Option A-2	$0.01700	$0.01790	$0.01760	$0.01720	$0.01680
Option A-3	$0.01560	$0.01670	$0.01630	$0.01600	$0.01560
Option A-4	$0.01410	$0.01530	$0.01500	$0.01470	$0.01440
Each Add'l. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	$0.00610	$0.00600	$0.00590	$0.00570	$0.00560
Option A-2	$0.00566	$0.00550	$0.00540	$0.00530	$0.00520
Option A-3	$0.00520	$0.00510	$0.00500	$0.00490	$0.00480
Option A-4	$0.00470	$0.00460	$0.00450	$0.00440	$0.00430

2. Local and Integrated T-1 Option B

Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option B-1	$0.01170	$0.03820	$0.03740	$0.03670	$0.03590
Option B-2	$0.01050	$0.01150	$0.01120	$0.01100	$0.01080
Option B-3	$0.00960	$0.01030	$0.01010	$0.00990	$0.00970
Option B-4	$0.00870	$0.00940	$0.00920	$0.00900	$0.00880
Each Add'l. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option B-1	$0.00390	$0.00380	$0.00370	$0.00370	$0.00360
Option B-2	$0.00350	$0.00340	$0.00340	$0.00330	$0.00320
Option B-3	$0.00320	$0.00310	$0.00310	$0.00300	$0.00290
Option B-4	$0.00290	$0.00280	$0.00280	$0.00270	$0.00270

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OF KENTUCKY

SECTION 6 – LONG DISTANCE SERVICES AND RATES, (CONT'D.)

6.4 Local and Integrated T-1 Service Offerings, (Cont'd.)

6.4.2 Local and Integrated T-1 Inbound Toll Free Service, (Cont'd.)

C. Local and Integrated T-1 Option C

Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option C-1	$0.00810	$0.02650	$0.02590	$0.02540	$0.02490
Option C-2	$0.00750	$0.00790	$0.00780	$0.00760	$0.00750
Option C-3	$0.00690	$0.00740	$0.00720	$0.00710	$0.00690
Option C-4	$0.00630	$0.00680	$0.00660	$0.00650	$0.00630
Each Add'l. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option C-1	$0.00270	$0.00260	$0.00260	$0.00250	$0.00250
Option C-2	$0.00250	$0.00250	$0.00240	$0.00240	$0.00230
Option C-3	$0.00230	$0.00230	$0.00220	$0.00220	$0.00210
Option C-4	$0.00210	$0.00210	$0.00200	$0.00200	$0.00190

D. Local and Integrated T-1 Option D

Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option D-1	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000
Option D-2	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000
Option D-3	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000
Option D-4	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000
Each Add'l. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option D-1	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000
Option D-2	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000
Option D-3	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000
Option D-4	$0.00000	$0.00000	$0.00000	$0.00000	$0.00000

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SECTION 6 – LONG DISTANCE SERVICES AND RATES, (CONT'D.)

6.5 Optional Rates and Tiered Pricing Summary

Customers are offered services based upon the Options and Tier levels provided in the rate tables of this tariff. Customer rates are established based upon anticipated usage and term commitment established during the initial point of sale. The following information shall be used on all rate tables.

6.5.1 Switched Access Rate Options

A. Option Levels

Options	Monthly Revenue Commitment			
	Option A	Option B	Option C	Option D
Option #-1	< than $100	< than $300	< than $600	< than $900
Option #-2	< than $150	< than $350	< than $650	< than $950
Option #-3	< than $175	< than $375	< than $675	< than $975
Option #-4	< than $200	< than $400	< than $700	< than $1,000

B. Tier Levels

Tiers	Verbal Term Commitment			
	Option A	Option B	Option C	Option D
Tier 1	Monthly	Monthly	Monthly	Monthly
Tier 2	6 Months	6 Months	6 Months	6 Months
Tier 3	12 Month	12 Month	12 Month	12 Month
Tier 4	18 Months	18 Months	18 Months	18 Months

- Corresponds to Option A, B, C or D in the various tables.

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OF KENTUCKY

SECTION 6 – LONG DISTANCE SERVICES AND RATES, (CONT'D.)

6.5 Optional Rates and Tiered Pricing Summary, (Cont'd.)

6.5.2 Dedicated Access Rate Options

A. Option Levels

Options	Monthly Revenue Commitment			
	Option A	Option B	Option C	Option D
Option #-1	< than $1,000	< than $3,000	< than $6,000	< than $9,000
Option #-2	< than $1,300	< than $3,300	< than $6,300	< than $9,300
Option #-3	< than $1,600	< than $3,600	< than $6,600	< than $9,600
Option #-4	< than $2,000	< than $4,000	< than $7,000	< than $9,700
Option #-5	< than $2,300	< than $4,700	< than $7,700	< than $9,900
Option #-6	< than $2,600	< than $5,500	< than $8,500	$9,901 +

B. Tier Levels

Tiers	Term Commitment			
	Option A	Option B	Option C	Option D
Tier 1	One Year	One Year	One Year	One Year
Tier 2	Two Years	Two Years	Two Years	Two Years
Tier 3	Three Years	Three Years	Three Years	Three Years
Tier 4	Four Years	Four Years	Four Years	Four Years
Tier 5	Four Years	Four Years	Four Years	Four Years
Tier 6	Four Years	Four Years	Four Years	Four Years

- Corresponds to Option A, B, C or D in the various tables.

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SECTION 7 - SPECIAL ARRANGEMENTS

7.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

ICB will be filed with the Public Service Commission.

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SECTION 8 - PROMOTIONAL OFFERINGS

8.1 Demonstration of Service

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

8.2 Special Promotions

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or nonrecurring charges. The Company will notify the Commission prior to the effective date of any promotional offering.

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