

April 1, 2008 **Via E-Filing**

2600 Maitland Center Pkwy.

Ms. Renee Jenkins, Commission Secretary

Suite 300 Docketing Division

Public Utilities Commission of Ohio 180 East Broad Street, 13th Floor

Columbus, Ohio 43215

P.O. Drawer 200 Winter Park, FL

32790-0200

Tel: 407-740-8575

Maitland, FL 32751

1el. 407-740-6573

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www.tminc.com

RE: IXC Detariffing for Lightyear Network Solutions LLC Replacement Tariff P.U.C.O. Tariff No. 4

Dear Ms. Jenkins:

Enclosed for filing please find a PDF version of a replacement tariff submitted on behalf of Lightyear Network Solutions, LLC. This tariff, P.U.C.O. Tariff No. 4 filed by Lightyear Network Solutions, LLC, cancels and replaces, in its entirety, the current tariff on file with the Commission, P.U.C.O. Tariff No. 1. The Company requests that this filing become effective on April 2, 2008.

The following items are included with this filing:

- 1- Application Form for Detariffing and Related Actions
- 2- Exhibit A Existing IXC tariff #1
- 3- Exhibit B Proposed replacement tariff #4
- 4- Exhibit C Summary of Changes
- 5- Exhibit D Explanation of Compliance
- 6- Exhibit E Customer Notice
- 7- Exhibit F Customer Notice Affidavit

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for that purpose. Any questions regarding this filing may be directed to my attention at (407) 740-3004 or via email to rnorton@tminc.com. Thank you for your assistance.

Sincerely,

Robin Norton

Consultant to Lightyear Network Solutions LLC

RN/ks

cc: Linda Hunt, Lightyear file: Lightyear - OH - IXC

Robin Norton

tms: OHi0801

The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for

DETARIFFING AND RELATED ACTIONS

Per the Commission's 09/19/07 "Implementation Order" in Case No. 06-1345-TP-ORD (Effective: 10/01/2007 through 04/01/2008)

In the Matt	er of the Application of) TRF Doo	cket 90	- 9040	TP -	TRF
Lightyear	Network Solutions, LL	C) Case No	. 08-	- 307	TP -	ATA
		and make other changes are No. 06-1345-TP-ORD) NOTE: U		served a Case No	o. leave th	e "Case No"
Name of R	egistrant(s)	Lightyear Network Solut	ions, LLC				
	Registrant(s)						
	Registrant(s)	1901 Eastpoint Parkway,	Louisville, K	Y 40223			
Company V	Web Address	www.lightyear.net	•				
Regulatory	Contact Person(s)	Linda Hunt	Phon	e 502-253-1	531 Fax	502-51	5-4138
		Address Linda.hunt@lig	ghtyear.net	-	<u> </u>		
	rson for Annual Report		Phon	e 502-244-6 ext 1069	6666 Fax	502-25	34-3855
Address (if	different from above)						
Consumer	Contact Information	Lucy Alexander			Phone	502-44	0-5386
Address (if	different from above)						
Suspend. Business T	ier 2 Services & Business Toll Servic		er Type	ILEC			☐ CTS
		escribe in detail in Exhibit	C)	$ \exists$	1		$oxed{\square}$
Part II – E		escribe in detail in Exhibit	C)				<u> </u>
		are required for all fili	ngs using thi	s form.			
	Identified As:	Description of Requir					
	Exhibit A	The existing affected t					
\boxtimes	Exhibit B	The proposed revised	tariff pages.				
\boxtimes	Exhibit C	Matrix or narrative sur	mmarizing all	changes pro	posed in the	applicat	tion, and/or
		other information inter					
\boxtimes	Exhibit D	Explanation of how the	* *				` , ` ,
		regarding disclosure of including:	f rates, terms,	and condition	ons for detarif	fed ser	vices,
		• citation to the 6-05(G)(4), and		Veb Page if a	ny, in accord	ance wi	ith rule 4901:1-
		• copy of other 6-05(G)(3).	materials and	publications	to be used to	comply	y with 4901:1-

Affidavit that the Customer Notice described in Exhibit C has been sent to

 \boxtimes

Exhibit F

Customers.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Lightyear Network Solutions, LLC, and am authorized to make this statement on its behalf.

I, Robin Norton, attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 1, 2008 at Maitland, FL 32751

*(Robin Norton, Consultant

April 1, 2008

• This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

VERIFICATION

I, Robin Norton, verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Robin Norton, Consultant

April 1, 2008

*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio Attention: Docketing Division 180 East Broad Street, Columbus, OH 43215-3793

Or
Make such filing electronically as directed in Case No 06-900-AU-WVR

Lightyear Network Solutions, LLC

EXHIBIT A

EXISTING AFFECTED TARIFF PAGES

This tariff, Ohio Tariff No. 1 filed by Lightyear Network Solutions, LLC, cancels and replaces, in its entirety, the current tariff on file with the Commission, Ohio Tariff No. 4, issued by Lightyear Communications, Inc.

TITLE PAGE

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

OF

LIGHTYEAR NETWORK SOLUTIONS, LLC

90-9040-TP-TRF

This tariff contains the rules, regulations, descriptions, and rates applicable to the furnishing of interexchange telecommunication services offered by Lightyear Network Solutions, LLC within the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio. Copies may be inspected at the Company's principle place of business at 1901 Eastpoint Parkway, Louisville, Kentucky 40223.

Issued: December 19, 2003

Effective:

January 18, 2004

By:

John J. Greive, Vice President of Regulatory Affairs and General Counsel

1901 Eastpoint Parkway

Louisville, Kentucky 40223

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION	PAGE	REVISION
1	Original		26	Original	51	Original
2	5 th Rev.	*	27	Original	52	Original
3	3 rd Rev.	*	28	Original	53	Original
4	Original		29	Original	54	Original
5	2 nd Rev.		30	Original	55	Original
6	1 st Rev.		31	Original	56	1 st Rev.
7	Original		32	Original	57	1 st Rev.
8	Original		33	Original	58	Original
9	Original		34	Original	59	Original
10	Original		35	Original	60	Original
11	Original		36	Original	61	Original
12	Original		37	Original	62	Original
13	Original		38	Original	63	Original
14	Original		39	1 st Rev.	64	Original
15	Original		40	Original	65	Original
16	Original		41	Original	66	1st Rev.
17	Original		42	Original	67	Original
18	Original		43	Original	68	Original
19	Original		44	Original	69	Original
20	Original		45	Original	70	1 st Rev.
21	Original		46	Original	71	Original
22	Original		47	1 st Rev.	72	Original
23	Original		48	Original	73	1st Rev.
24	Original		49	2 nd Rev.	74	Original
25	Original		50	Original	75	Original

^{* -} Indicates pages included with this filing.

Issued: October 9, 2007

Effective:

October 10, 2007

By:

Linda Hunt, Director of Legal & Regulatory Affairs

1901 Eastpoint Parkway

Louisville, Kentucky 40223

CHECK SHEET, (CONT'D.)

PAGE	REVISION		PAGE	REVISION	PAGE	REVISION
76	Original		82	Original	101	Original
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78	Original		84	Original	103	Original
79	Original		85	Original	104	Original
80	Original		86	Original	105	Original
81	Original		87	Original	106	Original
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81.2	Original		89	Original	108	Original
81.3	Original		90	Original	109	Original
81.4	Original	*	91	Original	109.1	Original
81.5	Original	*	92	Original	109.2	Original
81.6	Original	*	93	Original	110	Original
81.7	Original	*	94	Original		
81.8	Original	*	95	Original		
81.9	Original	*	96	Original		
81.10	Original	*	97	Original		
81.11	Original	*	98	Original		
			99	Original		
			100	Original		

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Linda Hunt, Director of Legal & Regulatory Affairs

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Louisville, Kentucky 40223

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By: John J. Greive, Vice President of Regulatory Affairs and General Counsel

1901 Eastpoint Parkway
Louisville, Kentucky 40223
OHi0301

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Issued:	May 6, 2005	Effective:	May 6, 2005
By:	Linda Hunt, Director of Legal & Re	egulatory Affairs	•

1901 Eastpoint Parkway

Louisville, Kentucky 40223 OHi0502

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October 22, 2004

By:

John J. Greive, Vice President of Regulatory Affairs and General Counsel

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Louisville, Kentucky 40223

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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John J. Greive, Vice President of Regulatory Affairs and General Counsel

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Louisville, Kentucky 40223

TARIFF FORMAT

- A. Page Numbering Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. 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. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

```
2.

2.1.

2.1.1.

2.1.1.A.

2.1.1.A.1.

2.1.1.A.1.(a).

2.1.1.A.1.(a).I.

2.1.1.A.1.(a).I.(i).
```

D. Check Sheets - When a tariff filing is made with the Ohio P.U.C., 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).

Issued: December 19, 2003

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By:

John J. Greive, Vice President of Regulatory Affairs and General Counsel

1901 Eastpoint Parkway

Louisville, Kentucky 40223

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

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

- (C) To signify changed regulation.
- **(D)** To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (S) To signify reissued matter.
- (T) To signify a change in text but no change in rate or regulation.

Issued: December 19, 2003

Effective:

January 18, 2004

By:

John J. Greive, Vice President of Regulatory Affairs and General Counsel

1901 Eastpoint Parkway Louisville, Kentucky 40223

APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the furnishing of intrastate interexchange telecommunications services by Lightyear Network Solutions, LLC ("Lightyear") within the State of Ohio.

Issued: December 19, 2003 Effective:

January 18, 2004

By: John J. Greive, Vice President of Regulatory Affairs and General Counsel

1901 Eastpoint Parkway Louisville, Kentucky 40223

SECTION 1 - EXPLANATION OF TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to a Lightyear switching center or point of presence.

Account Code - A number assigned to each Prepaid Account which is dialed by the Customer or Authorized User upon access to the Carrier's service. An Account Code identifies the caller and validates the caller's authorization to use the services provided.

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

Available Usage Balance - The amount of usage remaining in a Prepaid Calling Card Account at any particular point in time. Each Prepaid Calling Card Account begins with an initial usage amount which is depleted as services provided by the Company are utilized by the Customer.

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

Calling Card - A proprietary card through which service is accessed by dialing a company-provided access number, and which enables the Customer or User to place calls over the network and to have the charges for such calls billed to the Customer's account.

Company - Whenever used in this tariff, "Company" refers to Lightyear Network Solutions, LLC, unless otherwise specified or clearly indicated by the context.

Commission - The Public Utilities Commission of Ohio.

Credit Card - "Credit Card" means any card, plate, coupon book, or other single credit device that may be used from time to obtain credit.

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By:

John J. Greive, Vice President of Regulatory Affairs and General Counsel

1901 Eastpoint Parkway

Louisville, Kentucky 40223

SECTION 1 - EXPLANATION OF TERMS AND ABBREVIATIONS, (CONT'D.)

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Customer Dialed Calling Card Call - A service whereby the End User dials all of the digits necessary to route and bill the call to a Calling Card.

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

Dedicated Access - Where access between the customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the end user.

IXC - means interexchange carrier or interexchange company which is a carrier or company authorized by the Commission to provide long distance communications services, but not local exchange services, within the State of Oklahoma.

LEC - Local Exchange Company.

Lightyear - Refers to Lightyear Network Solutions, LLC, the issuer of this tariff.

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

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

Network - Refers to the Company's facilities, equipment, and services provided under this tariff.

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By:

John J. Greive, Vice President of Regulatory Affairs and General Counsel

1901 Eastpoint Parkway Louisville, Kentucky 40223

SECTION 1 - EXPLANATION OF TERMS AND ABBREVIATIONS, (CONT'D.)

Off-net - The Customer is served by facilities <u>not</u> owned or leased by the Company.

On-net - The Customer is served by facilities owned or leased by the Company.

Personal Account Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's network which identifies the Prepaid Account from which charges for service shall be debited and which validates the caller's authorization to use the services provided.

Point of presence ("POP") - means the location where an IXC has transmission equipment in a service area that serves as, or relays calls to, the interexchange network.

Prepaid Account - An account which consists of a pre-paid usage balance depleted on a real time basis during each Prepaid Service Call.

Prepaid Card - A card issued by the Company which provides the Customer with a Personal Account Code and instructions for accessing the Carrier's network.

Prepaid Service - A service accessed via a "1-800" or other access code dialing sequence whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance on a Company-issued Prepaid Account.

Renewal - A method of replenishing a Prepaid Account's Available Usage Balance with additional minutes of use as authorized and paid for by the Customer.

Service(s) - Refers to all telecommunications services and other services related thereto provided by the Company to Customers or Users.

Subscriber - See Customer.

Issued: December 19, 2003

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January 18, 2004

By:

John J. Greive, Vice President of Regulatory Affairs and General Counsel

1901 Eastpoint Parkway

Louisville, Kentucky 40223

SECTION 1 - EXPLANATION OF TERMS AND ABBREVIATIONS, (CONT'D.)

Telecommunications service - means service provided by the Company including voice, data, and all other types of communications services, under the Company's tariffs on file with the Public Utility Division of the Commission.

Term Commitment - A contract provision whereby the Customer commits to using the Company's service for a specified time in order to obtain lower rates for service.

Term Discount - Specified discounts the Company may provide a Customer who commits to using certain carrier services for a specified period of time.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

Underlying Carrier - means the provider of telecommunications services whose network is being utilized to transmit and receive the Customer's telecommunications traffic.

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.

Volume Discounts - Specified service offering by which the Carrier offers discounts based upon monthly usage or billing volume.

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1901 Eastpoint Parkway

Louisville, Kentucky 40223

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 General

Lightyear's services and facilities are furnished for intrastate communications originating at specified points within the state of Ohio under the terms of this tariff. Intrastate service is offered in conjunction with interstate service. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

Lightyear arranges for installation, operation, and maintenance of the communications service provided in this tariff for the Customer in accordance with the terms and conditions set forth under this tariff.

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.

Issued: December 19, 2003

Effective:

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By: John J. Greive, Vice President of Regulatory Affairs and General Counsel 1901 Eastpoint Parkway

Louisville, Kentucky 40223

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.1.3 Terms and Conditions

- A. 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.
- B. Except as otherwise stated in the 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 thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- C. Service may be terminated upon written notice to the Customer if: a) the Customer is using the service in violation of this tariff; or b) the Customer is using the service in violation of the law.
- **D.** This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.
- E. 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.

Issued: December 19, 2003

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John J. Greive, Vice President of Regulatory Affairs and General Counsel

1901 Eastpoint Parkway Louisville, Kentucky 40223

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.1.3 Terms and Conditions, (cont'd.)

- F. 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 jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- G. The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.
- **H.** 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.

Issued: December 19, 2003

Effective:

January 18, 2004

By:

John J. Greive, Vice President of Regulatory Affairs and General Counsel

1901 Eastpoint Parkway Louisville, Kentucky 40223

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.1.4 Liability of the Company

- A. The provisions of this section of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of laws by the Company.
- **B.** In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- C. Except as provided in Paragraphs (A) and (B) of this Rule, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services or private line, alphabetical directory listings (excluding the use of bold type), and all other services shall in no event exceed an amount equal to the pro rata charges to the Customer for the periods during which the services or facilities area affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect of any one service or facility affects or diminishes the value of any other service, said liability shall include such diminution, but in no event shall exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- **D.** The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.

Issued: December 19, 2003

Effective:

January 18, 2004

By:

John J. Greive, Vice President of Regulatory Affairs and General Counsel

1901 Eastpoint Parkway Louisville, Kentucky 40223

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.1.4 Liability of the Company

- E. The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and, if practicable, at times that will cause the least inconvenience.
- F. 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.
- G. 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 - RULES AND REGULATIONS, (CONT'D.)

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

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

- **H.** The Company shall not be liable for any claims for loss or damages involving:
 - 1. Any act or omission of: (1) the Customer, (2) any other entity furnishing Service, equipment or facilities for use in conjunction with Services or facilities provided by the Company; or (3) common carriers or warehousemen;
 - 2. Any delay or failure of performance or equipment due to causes beyond the Company's 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 the Company's facilities and Services;
 - 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or Services; or by means of the combination of Company-provided facilities or Services with Customer-provided facilities or Services;

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

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

H. (continued)

- 5. Breach in the privacy or security of communications transmitted over the Company's facilities;
- 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's liability is limited as set forth in this tariff;
- 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 the Company's facilities;
- 9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

- 2.1 Undertaking of the Company, (Cont'd.)
 - 2.1.4 Liability of the Company, (cont'd.)
 - H. (continued)
 - 10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
 - 11. Any noncompletion of calls due to network busy conditions;
 - 12. Any calls not actually attempted to be completed during any period that Service is unavailable.
 - I. The Company shall be indemnified, defended and held harmless by the Customer or User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or Service provided by the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

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

- J. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the Service.
- K. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or Services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- L. Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- M. 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.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.1.5 Notification of Service-Affecting Activities

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

2.1.6 Provision of Equipment and Facilities

- A. 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.
- **B.** 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.
- C. 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 the equipment is provided.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

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

- **D.** Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- E. 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 through 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; or
 - 3. network control signaling where such signaling is performed by Customer-provided network control signaling 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 - RULES AND 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 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.

2.1.9 Ownership of Facilities

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

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SECTION 2 - RULES AND 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 the Ohio P.U.C. regulations, policies, orders, and decisions.
- 2.2.3 The Company may block any signals being transmitted over its Network by Customers which 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 - RULES AND REGULATIONS, (CONT'D.)

2.3 Responsibilities of the Customer

2.3.1 General

- A. The Customer is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by the Company or as required by law; and for assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to Services provided or made available by the Customer to Users. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- **B.** The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- C. If required for the provision of the Company's Services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- D. The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required by Company personnel to install, repair, maintain, program, inspect or remove equipment with the provision of the Company's Services.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.3.1 General, (cont'd.)

E. The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or Services, that the signals emitted into the Company's Network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade Service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices.

If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written, terminate the Customer's Service.

- F. The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by the negligent or willful acts of the Customer, Users, or others, by improper use of the Services, or by use of equipment provided by the Customer, Users, or others.
- G. The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.3.1 General, (cont'd.)

- **H.** The Customer is responsible for payment of all charges for Services and equipment provided under this tariff.
- I. The Customer is responsible for compliance with the applicable regulations set forth in this tariff.
- J. The Customer shall indemnify and save the Company harmless from all liability disclaimed by the Company as specified in this tariff, arising in connection with the provision of Service by the Company, and shall protect and defend the Company from any suits or claims against the Company and shall pay all expenses and satisfy all judgments rendered against the Company in connection herewith. The Company shall notify the Customer of any suit or claim against the Company of which it is aware.

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SECTION 2 - RULES AND 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 tariff 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 tariff 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 tariff 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 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Liability for Unauthorized Use of the Network

2.4.1 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's Services provided under this tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's Services provided under this tariff, or uses specific services that are not authorized.
- **B.** The following activities constitute fraudulent use:
 - 1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 - 2. Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this tariff to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 - 3. Toll free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
 - 4. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Liability for Unauthorized Use of the Network, (Cont'd.)

2.4.1 Unauthorized Use of the Network, (cont'd.)

C. Customers are advised that use of telecommunications equipment and Services, including that provided under this tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll, PBX, and Centrex "clip-on" fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this tariff. Furthermore, Customers must notify the Company verbally or in writing of unauthorized use or charges appearing on the Customer's bill. All charges will be deemed correct and authorized if such notice is not received by the Company within thirty (30) days from the date of issuance of the Customer's bill.

2.4.2 Liability for Unauthorized Use

- A. Except as provided for elsewhere in this tariff, the Customer is responsible for payment of all charges for Services provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- **B.** The Customer is responsible for payment of all outbound call charges arising from calls placed to a Customer's 800 service number, whether or not such calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Liability for Unauthorized Use of the Network, (Cont'd.)

2.4.2 Liability for Unauthorized Use, (cont'd.)

- C. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages. The Company will take reasonable steps, upon verbal or written notification that fraud has occurred, or is believed to have occurred, to assist the customer in identifying the nature and/or source of the fraud, and in terminating the fraudulent use of the Customer's service. The Company will also assist the Customer in facilitating changes in phone numbers, and assist the Customer in identifying the perpetrator(s) of the fraud for purposes of purposes of pursuing civil remedies.
- **D.** The Customer is responsible for payment of any charges related to the suspension and/or termination of Service, and any charges for reconnection of Service, incurred as a result of unauthorized use of the Network.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Liability for Unauthorized Use of the Network, (Cont'd.)

2.4.3 Liability for Calling Card Fraud

- A. The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company Calling Card, provided that the unauthorized use occurs before the Company has been notified.
- B. The Customer must give the Company notice that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a verbal or written confirmation that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons.
- C. The limitations on liability in this subsection will not apply to pre-paid or debit cards.

2.4.4 Liability for Credit Card Fraud

The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Credit Card. The liability of the Customer for unauthorized use of the Network by Credit Card fraud may be limited by state or federal law, and the Customer shall seek indemnification from the organization or company issuing such card for unauthorized use thereof.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Customer Equipment and Channels

2.5.1 General

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

2.5.2 Station Equipment

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

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.5.3 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.5.2(A) 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.
- C. If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Customer Deposits and Advance Payments

2.6.1 Deposits

- A. To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to the estimated charges for two (2) months for all regulated services plus 30 percent of the monthly estimated charge for a specified customer.
- **B.** Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for non-payment of charges occurs, the Company will comply with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.
- C. When a service or facility is discontinued, the amount of a deposit plus accrued interest, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option and in accordance with Section 2.6.1(E) below, return the deposit plus interest, if any, or credit it to the Customer's account. A transfer of service from one premises to another within the service area of the Company shall not be deemed a discontinuance within the meaning of Section 2.6.1 of this tariff.
- Deposits held will accrue interest annually at a rate of three (3) per cent. Interest will not accrue on a deposit held for less than one hundred and eighty (180) days. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer after disconnection or termination of service. Thereafter, an unclaimed deposit, plus accrued interest, shall be disposed of in conformity with Chapter 169 of the Revised Code.
- E. The Company will promptly return the deposit plus interest accrued to date, if any, at any time upon request, if the customer's credit has otherwise been established or reestablished in accordance with 4901:1-17, O.A.C.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Customer Deposits and Advance Payments, (Cont'd.)

2.6.2 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, 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 advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Payment Arrangements

2.7.1 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

Any objection to billed charges should be promptly reported to the Company or billing agency. Adjustments to Customer's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate. If a Customer is not satisfied with the Company's response to an inquiry or request for credit, he or she may appeal to the Ohio Public Utilities Commission for final resolution.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand. The billing thereafter will include recurring charges and actual usage as defined in this Tariff.

A. Commercial Credit Card Payment Option

Customers may choose to pay monthly bills via certain commercial credit cards accepted by the Company. Credit card billed Customers will receive monthly call detail statements, which are separate from the credit card bills. If the Customer's credit card company rejects billing, the Company will make three attempts - two by telephone and one by mail - to contact the Customer for alternative payment arrangements. If alternative payment arrangements are not made in seven days, the Customer's long distance service will be discontinued in compliance with 4901:1-5-19 of the Ohio Administrative Code.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Payment Arrangements, (Cont'd.)

2.7.2 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. Customer bills are issued monthly. The Customer will receive its bill on or about the same day of each month. The billing date is dependent on the billing cycle assigned to the Customer. Each bill contains monthly recurring charges and usage charges billed in arrears, and the last date for timely payment. The Company will prorate monthly recurring charges based on the actual number of days in the month.
- B. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of the Company or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check.
- C. Customer payments are considered prompt when received by the Company or its agent by the due date on the bill. The due date is thirty (30) days after the bill is rendered and is designated by the due date on the Customer's bill to timely pay the charges stated. The Company will credit payments within twenty-four (24) hours of receipt.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Payment Arrangements, (Cont'd.)

2.7.2 Billing and Collection of Charges, (cont'd.)

E. Late Payment Charge

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, within thirty (30) days after the billing date, are subject to late payment penalty charges of 1.5% per month. The late payment charge will not be applied to previous late payment charges that have assessed against but not paid for, but will apply to the accumulated services for which the Customer is in arrears. Late payment charges will be applied without discrimination.

F. 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.

G. Return Check Charge

A return check charge of \$30.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this tariff and pursuant to Ohio law and Commission regulations. At the option of the Company, this charge may be waived because of extenuating circumstances (i.e. bank error).

H. Restoration of Service

If service is disconnected by the Company in accordance with Section 2.9 following and later restored, restoration of service will be subject to all applicable installation charges.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Payment Arrangements, (Cont'd.)

2.7.3 Disputed Charges

Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. 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 should promptly notify the Company of any disputed items on an invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Public Utilities Commission of Ohio 180 East Broad Street Columbus, Ohio 43226-0573

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Payment Arrangements, (Cont'd.)

2.7.4 Cancellation of Application for Service - Contract Services Only

- A. Where the Company permits the 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 the Customer cancels or terminates service prior to the expiration of the thencurrent term (if any), a cancellation fee equal to the average of the monthly fees per line for the three months preceding termination of this Agreement, multiplied by the number of months remaining in the term, will apply.
- 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, less net salvage, may apply. 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.** The special charges described above will be calculated and applied on a case-by-case basis.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Taxes and Fees

- 2.8.1 The customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees (i.e., gross receipts tax, sales tax, municipal utilities tax) that may be levied by the governing body or bodies in conjunction with or as a result of the service furnished under this tariff. These charges may appear as separate line items on the customer's bill, as opposed to be included in the rates contained in the tariff. Any such line item charges will be reflected in the Company's tariff. The Company shall not assess separately any fees or surcharges, other than government-approved sales taxes, without seeking Commission approval under the appropriate procedures required by the Commission in Case No. 89-563-TP-COI. The Company shall comply with the Commission procedures by sending notice to all customers informing them of the new line item charges. Additionally, an addendum to the price list stating what the line item charge is and the length of time the charge will be imposed will be filed with the Commission.
- 2.8.2 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Such adjustments shall be listed in this tariff.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Taxes and Fees, (Cont'd.)

2.8.2 (cont'd.)

A. 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 interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company's 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 other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

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.

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.

Rate per Call

\$0.54

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Refusal or Discontinuance of Service by the Company

- 2.9.1 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer travel cards when the Company deems it necessary to take such action to prevent unlawful use of its service. Lightyear will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new travel card codes to replace ones that have been deactivated.
- 2.9.2 The Company may refuse or discontinue service for non-compliance with and/or violation of any Federal, State or municipal law, ordinance or regulation pertaining to telephone service. Service may also be discontinued or refused, in accordance with 4901:1-5-19, O.A.C., for the following conditions:
 - **A.** With notice for non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations.
 - **B.** Without notice in the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
 - C. With notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
 - **D.** With notice when necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
 - **E.** Upon nonpayment of any amounts owing to the Company, the Company may, in accordance with Ohio Administrative Code Rule 4901:1-5-17, discontinue or suspend service without incurring any liability.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Cancellation of Service by Customer

Customer may cancel service by providing verbal or written notice to the Company, provided such notice does not violate contractual obligations or tariff provisions.

2.10.1 Cancellation of Dedicated Circuits

Requests for termination of dedicated circuits must be made in writing to the Company no later than 30 days prior to the requested termination date. All outstanding charges must be paid in full prior to the requested termination date. Charges will continue to accrue up to and including the last day of the billing period that includes the requested date of termination. In the event the Customer has signed a term agreement, and requests termination of dedicated circuits prior to the expiration of the term of the contract, early termination penalties will apply as set forth in the Customer's contract for service.

Inclusion of early termination liability language by the company in its tariff or a contract does not constitute a determination by the Public Utilities Commission of Ohio (Commission) that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they have should a dispute arise.

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Louisville, Kentucky 40223

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.11 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.7.2.

2.11.1 Termination Liability

Unless otherwise specified, Customer's termination liability for cancellation of service prior to the expiration of the term contract shall be equal to:

- A. all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- **B.** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C. the per month average of the monthly billing (excluding taxes and fees) over the term of the contract from date of commencement to the date of termination, times the number of months remaining in the contract.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12 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 to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

2.13 Interconnection

Service furnished by Lightyear may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with Lightyear service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.14 Tests, Pilots, Promotional Campaigns and Contests

The Carrier may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Carrier may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Carrier. From time to time the Company may waive all processing fees for a Customer. The Company shall notify the Commission, in writing, prior to the start of a promotion.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.15 Notices and Communications

- 2.15.1 The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.15.2 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.
- 2.15.3 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.
- **2.15.4** 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 - RULES AND REGULATIONS, (CONT'D.)

2.16 Other Rules

2.16.1 Compliance with Regulatory Requirements

The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory rules and standards of the P.U.C.O.

2.16.2 Reservation of Toll Free (i.e. 800/888) Numbers

The Company will make every effort to reserve Toll Free vanity numbers for customers, but makes no guarantee or warranty that the requested number(s) will be available.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 General

Lightyear is a common carrier providing intrastate interexchange telecommunications services to Customers for transmission of voice, data, and other types of telecommunications within the state of Ohio.

The Company's services are available twenty-four (24) hours per day, seven (7) days a week. Intrastate service is offered in conjunction with interstate service.

3.2 Timing of Calls

Billing for calls placed over the Lightyear network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.2.1 Call timing begins when the called party answers the call (i.e., when two way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3 Minimum call duration periods and increments for billing purposes vary by service option and are described with each individual service offering.
- 3.2.4 No charges apply to incomplete calls. No charge applies to emergency calls to recognized emergency numbers.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.3 Time of Day Rate Periods

3.3.1 Determination of Rate Periods

Unless otherwise indicated, time of day rates apply according to the following schedule. Calls are billed based on the rate in effect at the time the call begins. Calls that cross rate period boundaries are billed the rate in effect at the beginning of the call for the duration of the entire call.

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM		DAYTIN	└── ⁄IE RATE	PERIOD	_		
ТО		OR PEA	K RATE	PERIOD			
4:59 PM							
5:00 PM		EVENIN	IG RATE	PERIOD			
TO	OR OFF PEAK RATE PERIOD				EVE		
10:59 PM	ļ <u> </u>						L
11:00 PM		NIC	SHT/WEE	KEND RA	TE PER	IOD	
ТО		C	OR OFF P	EAK RAT	E PERIO	D	
7:59 AM							

3.4 Calculation of Distance

The Company's services are not distance sensitive.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.5 Dedicated W-Flex Intrastate Program

The Dedicated W-Flex Intrastate Program is offered outbound (direct dial) and inbound (toll-free) calling via dedicated access lines. Service is provided on a month to month or term basis. Volume discounts are also available. Calls are billed in six (6) second increments after a minimum call duration of six (6) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Dedicated W-Flex intrastate service is offered in conjunction with W-Flex interstate and international service.

A. Direct Dialed Per Minute Rates

Term/Usage	None	\$500+	\$1000+
Month-to-Month	\$0.0350	\$0.0299	\$0.0275
1 Year	\$0.0325	\$0.0299	\$0.0250

B. Toll Free Per Minute Rates

Term/Usage	None	\$500+	\$1000 +
Month-to-Month	\$0.0399	\$0.0325	\$0.0299
1 Year	\$0.0350	\$0.0325	\$0.0275

(Material previously found on this page has been moved to Page 109.1)

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Louisville, Kentucky 40223

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.6 Dedicated S-Flex Intrastate Program

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The Dedicated S-Flex Intrastate Program is offered for outbound and inbound (toll-free) calling via dedicated access lines. Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer chooses this service. Alternatively, the Customer may project usage where no prior comparable service applies. The Company reserves the right to verify projected usage after three months of billing. If the Customer's usage is greater or less than the original projection, the Customer will be given the option to continue service at the appropriate rate level or to change to a different Lightyear service.

Dedicated S-Flex Intrastate calls are billed in six (6) second increments after a minimum call duration of six (6) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Dedicated S-Flex intrastate service is offered in conjunction with S-Flex interstate and international service.

A. Direct Dialed - Per Minute Rates

	Minimum Monthly Commitment	Per Minute Rate
S-Flex Plan A	None	\$0.0477
S-Flex Plan B	\$250.00 - \$500.00	\$0.0443

B. Toll Free - Per Minute Rates

	Minimum Monthly Commitment	Per Minute Rate
S-Flex Plan A	None	\$0.0503
S-Flex Plan B	\$250.00 - \$500.00	\$0.0467

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.7 **Lightyear Calling Card Service**

Lightyear's Calling Card Service provides telecommunications services and optional enhanced services to customers while traveling away from the office or home. Customers must dial a toll-free access number followed by their authorization code to make a call or use the service. A monthly credit limit will be assigned to each card for fraud protection. Customers have the option of raising or lowering the limit amount to best suit their calling practices. For billing purposes, call timing is rounded up to the nearest six (6) increment after the initial minimum period of eighteen (18) seconds. Various rate options are available based on term commitments as shown below.

A. **Lightyear Calling Card Service - Rates and Charges**

1. Plan M

Per Minute Rate: (a)

> DAY: \$0.2500 NON-DAY: \$0.1990

(b) Per Call Service Charge:

Per Lightyear Calling Card Call:

\$0.25

Plan 24 2.

Per Minute Rate: (a)

> DAY: \$0.1990 NON-DAY: \$0.1990

(b) Per Call Service Charge:

> Per Lightyear Calling Card Call: \$0.25

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.7 Lightyear Calling Card Service, (Cont'd.)

A. Lightyear Calling Card Service - Rates and Charges, (cont'd.)

3. Plan 36

(a) Per Minute Rate:

DAY: \$0.2500 NON-DAY: \$0.2500

(b) Per Call Service Charge:

Per Lightyear Calling Card Call: \$0.00

4. Plan 48

(a) Per Minute Rate:

DAY: \$0.1750 NON-DAY: \$0.1750

(b) Per Call Service Charge:

Per Lightyear Calling Card Call: \$0.00

5. Plan 60

(a) Per Minute Rate:

DAY: \$0.1690 NON-DAY: \$0.1690

(b) Per Call Service Charge:

Per Lightyear Calling Card Call: \$0.00

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.7 Lightyear Calling Card Service, (Cont'd.)

A. Lightyear Calling Card Service - Rates and Charges, (cont'd.)

6. Plan 72

(a) Per Minute Rate:

DAY: \$0.1590 NON-DAY: \$0.1590

(b) Per Call Service Charge:

Per Lightyear Calling Card Call: \$0.00

7. Plan 84

(a) Per Minute Rate:

DAY: \$0.1490 NON-DAY: \$0.1490

(b) Per Call Service Charge:

Per Lightyear Calling Card Call: \$0.00

8. Plan 96

(a) Per Minute Rate:

DAY: \$0.1450 NON-DAY: \$0.1450

(b) Per Call Service Charge:

Per Lightyear Calling Card Call: \$0.00

9. Plan 108

(a) Per Minute Rate:

DAY: \$0.0990 NON-DAY: \$0.0990

(b) Per Call Service Charge:

Per Lightyear Calling Card Call: \$0.00

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.7 Lightyear Calling Card Service, (Cont'd.)

A. Lightyear Calling Card Service - Rates and Charges, (cont'd.)

10. Enhanced Service Charges

Certain enhanced services are available in conjunction with the Lightyear Calling Card. Applicable day and non-day interstate rates apply in addition to the following service charges:

Service	Service Charges
Voice Mail, per new message	\$0.20
Fax Mail, per new page	\$0.25
Speed Dial, per card - monthly charge	\$0.50
Broadcast voice, per message, per address	\$0.2
Minimum charge per event	\$35.00
Broadcast fax, per message, per address	\$0.30
Minimum charge per event	\$35.00
Conference Calling - set-up fee	\$1.00
Cost per minute, per leg	\$0.30
Information Services - usage only	\$0.40

11. Expedited Delivery Charge

Normal deliver of a calling card is seven to ten business days. Overnight delivery will be provided at the following additional charge:

Expedite charge for overnight delivery:

\$25.00 plus \$2.00 per card

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.8 Roundtable Conference Services

A. General

Roundtable Conference Services are available to Customers who wish to hold telephonic meetings with multiple voice or video connections simultaneously.

B. Roundtable Audio Conference Calling Service

Roundtable Audio Conference Calling Service provides the Customer with the ability to hold a conference with multiple participants via telephone. The Customer makes a reservation specifying the conference bridge time (or periods of time) and number of lines required. Additional Conference Calling Features may be requested at that time (as listed below). The Conference Call may be selected as either automated or attended. The Company provides the Customer with a Conference telephone number and a security code when the Customer makes the Conference Call reservation. The Customer may select between using a toll or a toll-free method of access. At the scheduled date and time, each participant dials the designated dial-in number. Participants will be prompted to enter the conference security code using a touchtone phone, or provide the host name and company name to the operator. Once the security code is entered, the caller is added to the Conference. Tones will indicate entrances to/exits from the Conference once it is underway. If a toll call access method is selected, each Conference participant will be billed by their designated toll carrier for transmission into the teleconference bridge.

My Call Conferencing Service provides the Customer with a permanent dial-in number and passcode which can be used twenty-four hours a day, seven days a week, without intervention by an attendant or administrator. The Customer may contact a Conference Attendant during any Conference Call to use enhanced features or to answer questions.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

- 3.8 Roundtable Conference Services, (Cont'd.)
 - B. Roundtable Audio Conference Calling Service, (cont'd.)
 - 1. Conference Types
 - (a) Automated Meet Me The Company provides the Customer with a Conference telephone number when the Conference Call reservation is made. At the scheduled date and time, each participant dials into the Conference Call using this number. An Automated Conference Attendant will greet and acknowledge each participant's entry into the call. Tones will signal entrances to and exits from the Conference once it is underway. Each Dial In Conference participant will be billed by their designated toll carrier for transmission into the Conference bridge.
 - (b) Automated Meet Me Toll Free The Company provides the Customer with a toll-free Conference telephone number when the Conference Call reservation is made. At the scheduled date and time, each participant dials into the Conference using this number. An Automated Conference Attendant will greet and acknowledge each participant's entry into the call. Tones will signal entrances to and exits from the Conference once it is underway.
 - (c) Operator Assisted Dial Out At the scheduled date and time for the Conference, a Company Conference Attendant calls each participant and places them into the Conference. Tones may be used instead of announcements to indicate entrances to/exits from the Conference once it is underway.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

- 3.8 Roundtable Conference Services, (Cont'd.)
 - B. Roundtable Audio Conference Calling Service, (cont'd.)
 - 1. Conference Types, (continued)
 - (d) Attendant Meet Me The Company provides the Customer with a Conference telephone number when the Conference Call reservation is made. At the scheduled date and time, each participant dials into the Conference Call using this number. A live attendant will greet each participant and take the host and company name to enter the participant into the call. Tones will signal entrances to and exits from the Conference once it is underway. Each Dial In Conference participant will be billed by their designated toll carrier for transmission into the Conference bridge.
 - (e) Attendant Meet Me Toll Free The Company provides the Customer with a toll-free Conference telephone number when the Conference Call reservation is made. At the scheduled date and time, each participant dials into the Conference using this number. A live attendant will greet each participant and take the host and company name to enter the participant into the call. Tones will signal entrances to and exits from the Conference once it is underway.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

- 3.8 Roundtable Conference Services, (Cont'd.)
 - B. Roundtable Audio Conference Calling Service, (cont'd.)
 - 1. Conference Types, (continued)
 - (f) MyCall Conferencing With MyCall Conferencing, service is available for use at the Customer's discretion twenty four (24) hours a day, seven (7) days a week without the need to make a reservation. The Company provides the Customer with own bridge number and a permanent pass code. An Automated Conference Attendant will greet and acknowledge each participant's entry into the call. Tones will signal entrances to and exits from the Conference once it is underway. Each Dial In Conference participant will be billed by their designated toll carrier for transmission into the Conference bridge. Touchtone enhanced features are available with this service.
 - (g) MyCall Conferencing Toll Free With MyCall Conferencing Toll Free, service is available for use at the Customer's discretion twenty four (24) hours a day, seven (7) days a week without the need to make a reservation. The Company provides the Customer with own toll free bridge number and a permanent pass code. An Automated Conference Attendant will greet and acknowledge each participant's entry into the call. Tones will signal entrances to and exits from the Conference once it is underway. Touchtone enhanced features are available with this service.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.8 Roundtable Conference Services, (Cont'd.)

B. Roundtable Audio Conference Calling Service, (cont'd.)

2. Application of Rates and Charges

(a) Usage Charges

Conference Call usage charges are billed in one minute increments. All Conference Calling Service toll free charges are billed to the Customer who has arranged the call.

Charges are based an actual (versus reserved) usage. Billing for each station begins when connected to the bridge. Billing ends when the station is disconnected. Usage minutes are totaled into call type categories for rating and invoicing purposes. Rating is rounded to the next nearest whole minute within each call type category.

Conference Type	Rate Per Minute		
1+ MyCall Conferencing	\$0.13	(R)	
Toll Free MyCall Conferencing	\$0.20	Ì	
Attendant Meet Me	\$0.18	i	
Toll Free Meet Me	\$0.25	j	
Dial-out Operator Assisted	\$0.25	i	
1+ Automated Meet Me	\$0.13	i	
Toll Free Automated Meet Me	\$0.20	(R)	

Combination Conference Price is based on services provided

(b) Cancellation of Reservation

No charge will be assessed for Conference Calls that are canceled or rescheduled.

(c) Overbooking

No penalty will be assessed for Conference calls for which excess lines have been reserved.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

- 3.8 Roundtable Conference Services, (Cont'd.)
 - B. Roundtable Audio Conference Calling Service, (cont'd.)
 - 3. Features Descriptions

The following features are available for all Audio Conference Calling Services at the rates and charges shown below. Additional non-telephonic services, such as overnight mail, typed transcripts or tape recordings, duplicate tapes, foreign language interpretation, and certified stenographer reporting are available at additional cost.

- (a) Participant Prenotification Allows a Conference Attendant to notify all participating callers of the date and time of a scheduled call upon at least 24 hours' advance notice by the Customer.
- **(b)** Full Time Operator Monitor Provides for a live operator to attend the entire conference call.
- (c) Electronic Question and Answer/Polling Electronic Question and Answer allows the Customer to conduct an orderly Question and Answer session. Participants indicate via touch-tone keypads that they wish to ask a question. This option must be requested at the time the Conference Call is reserved. Polling allows a Conference Call leader or Conference Attendant to conduct an opinion poll or survey by asking participants to indicate their responses via touch-tone keypads. Customers must provide the Conference Attendant 24 hours advance notice to establish this feature for the call.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

- 3.8 Roundtable Conference Services, (Cont'd.)
 - B. Roundtable Audio Conference Calling Service, (cont'd.)
 - 3. Features Descriptions, (continued)
 - (d) Communications Line Provides a separate line of communication between the Customer and a live operator only, for use during the Conference Call. This line is separate from the lines used by the Conference Call participants, and other participants cannot hear Communications Line conversation.
 - (e) RSVP Line Provides a separate line for callers to respond to a Conference Call invitation via a toll-free line, and to leave recorded messages.
 - (f) Digital Tape Playback Voice Capture Provides for the Conference Call to be recorded (captured), in order for Customers to be able to play back the Conference Call at their convenience.
 - (g) 800 Digital Tape Playback Allows Customer or those whom the Customer designates to listen to replay of a recorded Conference Call at their own convenience. The playback will be made available for a specified period of time. Callers dial a pre-arranged toll-free number and enter a passcode to access the recorded Conference Call.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

- 3.8 Roundtable Conference Services, (Cont'd.)
 - B. Roundtable Audio Conference Calling Service, (cont'd.)
 - 3. Features Descriptions, (continued)
 - (h) Digital Tape Playback Allows Customer or those whom the Customer designates to listen to replay of a recorded Conference Call at their own convenience. The playback will be made available for a specified period of time. Callers dial a pre-arranged and enter a passcode to access the recorded Conference Call. Each caller will be billed by their designated toll carrier for transmission during the Playback. The feature is available on a 1+ or toll-free basis.
 - (i) Standing Reservations Provides an on-going reservation for a Conference Call at a specified time at regular intervals as designated by the Customer.
 - **Subconferencing** Allows Customers to designate participants to conference privately within a Conference Call and then return to the main call.
 - (k) Conference Security Lock Out Blocks the ability to enter into an ongoing Conference Call by pressing the touch pad to lock the Conference Call, or by pressing *0 to summon the operator, and request that the Conference be closed to additional callers.
 - (I) Participant List Facsimile t the Customer's request Conference Coordinator will compile and distribute Conference Call participant lists via facsimile.
 - (m) Broadcast/Listen Only Provides the Customer with the option to put participants into a "listen only" mode during the Conference Call, so that participants can here the Customer but their own voices cannot be heard. The Customer may start and stop this feature at anytime or at multiple times during the Conference Call.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.8 Roundtable Conference Services, (Cont'd.)

B. Roundtable Audio Conference Calling Service, (cont'd.)

4. Features - Rates and Charges

(a) Standard Features

The following standard features are available on every type of conference call:

Participant Roll Call	no charge
On Hold Music	no charge
One Touch Operator Assistance ("*" + "0")	no charge

(b) Optional Features

The following features are available at Customer request:

Participant Prenotification	\$2.00 per person	
Full Time Operator Monitor	10¢ add'l per minute	
Electronic Question & Answer	10¢ add'l per minute	
Queuing/Polling		
Communications Line	\$30.00 per call	
RSVP Line	\$50.00 per call	
Digital Tape Playback Voice Capture	\$20.00 per call	
800 Digital Tape Playback	\$0.55 per minute	
Meet Me Digital Tape Playback	\$0.33 per minute	(N)
1+ Digital Tape Playback	\$0.33 per minute	(11)
Standing Reservations	no charge	
Sub-Conferencing	no charge	
Conference Security Lock Out	no charge	
Passcode Conference	no charge	(N)
Participant List - Fax Back	no charge	(+1)
Broadcast / Listen Only	no charge	

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.8 Roundtable Conference Services, (Cont'd.)

C. Roundtable Video Conference Calling Service

The Company offers three Service options associated with Roundtable Video Conference Calling Service:

Basic Service - With Basic Service, users may dial in to a pre-configured Multipoint Control Unit at the scheduled conference time. Callers will see themselves on the video screen until the site is connected. Video sites may interact as they become connected. Assistance may be obtained by calling Lightyear's Technical Help Desk or the Video Reservations Center.

Enhanced Service - With Enhanced Service, a Lightyear Roundtable Video Operator is available for assistance during the video conference. The Video Operator will greet users/attendees, assure proper connections, and provide assistance and answer questions as needed. A Video Operator will, upon request, conduct a roll call prior to the start of the conference.

Premium Service - With Premium Service, all features of Basic and Enhanced Service are provided. In addition, the subscriber to Premium Service can utilize Continuous Presence, which allows conference participants to see up to sixteen other locations simultaneously on the receive monitor of their video conferencing system.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.8 Roundtable Conference Services, (Cont'd.)

C. Roundtable Video Conference Calling Service, (cont'd.)

1. Application of Rates and Charges

The following services are available for Video Conference Calling Services at the rates and charges shown below. Additional non-telephonic services, such as video taping, transcription, and provision of additional copies are available at additional cost.

(a) Video Conference Rates

Conference Types	Location Rates, Per Minute
Basic Service	\$0.96
Enhanced Service	\$1.00
Premium Service	\$1.03

(b) Video Communication Rates

Communication Charges	Location Rates, Per Hour
Network - 112/128 Kbps (2 Channel)	\$ 48.00
Network - 336/384 Kbps (6 Channel)	\$144.00

(c) Audio Bridging Rates

Audio Bridging Charge	Participant Rates, Per Minute
Operator Assisted	\$0.34
Toll Free Meet Me	\$0.32
1+ Meet Me	\$0.22

(d) Optional Features (available at customer request)

Voice Capture	\$20.00 per call
Permanent Standing Reservation	No charge

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.8 Roundtable Conference Services, (Cont'd.)

D. Facsimile Services

All calls are billed in one (1) minute increments after a minimum call duration of six (6) (N) second increments up to a minute.

Following are the rate and charges for transmission of facsimiles:

Fax Broadcast	Peak (7:00am - 5:30pm) Non-Peak (5:30pm - 7:00am)	\$0.25 per minute \$0.23 per minute	(1)
Fax on Demand	Direct Dial Toll Free	\$0.55 per minute \$0.55 per minute	(T)

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.9 ISDN PRI and BRI Services

Lightyear's Integrated Services Digital Network (ISDN) provides ISDN connectivity for Lightyear customers through the interexchange network. ISDN provides for the simultaneous transmission of voice, data or video on ISDN lines at 56/64 kbps. Customers are responsible for the dedicated access 1.544 mbps connection for Primary Rate Interface or the switched access Basic Rate Interface. Switched access BRI lines must be PIC'd to Lightyear's specified underlying carrier. PRI usage is billed in six (6) second increments after a minimum duration of six (6) seconds. BRI usage is billed in six (6) second increments after a minimum duration of eighteen (18) seconds. Service is offered only from areas where it is technically available.

ISDN PRI and BRI intrastate service is offered in conjunction with ISDN PRI and BRI interstate and international ISDN PRI and BRI service.

Rates:

(A) Switched Basic Rate Interface (BRI)

Per Minute Rate:

\$0.1200

(B) Dedicated Primary Rate Interface (PRI)

Per Minute Rate:

\$0.0850

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.10 Switched Services Program

Switched Services Program is offered to Customers for outbound and inbound (toll-free) calling via switched access lines. Switched access calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

The Switched Services Program intrastate service is offered in conjunction with Switched Services Program interstate and international service.

A Switched Services Program Rates

Direct Dialed Per Minute Rate: \$0.0690

Toll Free Per Minute Rate: \$0.0690

Calling Card Per Minute Rate: \$0.099

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.11 Flex Plan Service

Flex Plan Service is a long distance service available to both existing and new long distance Customers for outbound (direct dial) and inbound (toll-free) calling via switched access lines. Service is available on a month to month or term basis. Discounts are also available based on usage commitment. Calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Flex Plan Intrastate Service is offered in conjunction with FlexPlan interstate and international service. Service is provided where facilities are available. Service may not be available in all areas.

(A) Direct Dial Per Minute Rates

Term/Usage	None	\$500	\$1,000+
Month-to-Month	\$0.083	\$0.051	\$0.043
1 Year	\$0.076	\$0.046	\$0.039
2 Years	\$0.069	\$0.042	\$0.036
3 Years	\$0.064	\$0.039	\$0.033
4 Years	\$0.060	\$0.036	\$0.031

(B) Toll Free Per Minute Rates

Term/Usage	None	\$500	\$1,000+
M-to-M	\$0.094	\$0.074	\$0.042
1 Year	\$0.085	\$0.067	\$0.038
2 Years	\$0.078	\$0.062	\$0.035
3 Years	\$0.072	\$0.057	\$0.032
4 Years	\$0.067	\$0.053	\$0.030

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.12 Flex Plan Options - Direct Dialed and Toll Free

The following FlexPlan Options are available to current Lightyear Customers only for outbound (direct dial) and inbound (toll-free) calling via switched access lines. Service is available on a month to month basis. Calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

FlexPlan Options Intrastate Service is offered in conjunction with FlexPlan interstate and international service. Service is provided where facilities are available. Service may not be available in all areas.

Option A

Calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis. Monthly recurring charge applies.

	Per Minute Rate
Direct Dialed	\$0.069
Toll Free	\$0.069
Monthly Recurring Charge	None

Option B

One year term commitment required. Calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis. Monthly recurring charge applies.

	Per Minute Rate
Direct Dialed	\$0.059
Toll Free	\$0.059
Monthly Recurring Charge	None

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.13 Q-Flex Dedicated Plan Program

The Q-Flex Dedicated Plan Program is offered to Customers for outbound and inbound (toll-free) calling via dedicated access lines. Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer chooses this service.

Dedicated access calls are billed in six (6) second increments after a minimum call duration of six (6) seconds. In addition to the rates shown following, installation and a monthly facility charge are applicable to dedicated trunking facilities provisioned by and billed to the Company by the local exchange carrier. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Q-Flex Dedicated intrastate service is offered in conjunction with Q-Flex Dedicated interstate and international service. Service is provided where facilities are available. Service may not be available in all areas.

(A) Q-Flex Dedicated Plan - Direct Dialed

	Minimum Monthly Commitment	Per Minute Rate
Plan QWT-5	None	\$0.040
Plan QWT-4	\$250.00 - \$500.00	\$0.036
Plan QWT-3	\$500.01 - \$1,000.00	\$0.033
Plan QWT-2	\$1,000.01 - \$2,500.00	\$0.030
Plan QWT-1	\$2,500.01 - +	\$0.028

(B) Q-Flex Dedicated Plan -Toll Free

	Minimum Monthly Commitment	Per Minute Rate
Plan Q800-5	None	\$0.044
Plan Q800-4	\$250.00 - \$500.00	\$0.040
Plan Q800-3	\$500.01 - \$1,000.00	\$0.036
Plan Q800-2	\$1,000.01 - \$2,500.00	\$0.033
Plan Q800-1	\$2,500.01 - +	\$0.031

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.14 Q-Flex Switched Plan Service

The Q-Flex Switched Plan Program is offered to Customers for outbound and inbound (toll-free) calling via switched access lines. Special rates are available on the Customer's total monthly term and/or usage commitment, as demonstrated at the time the Customer chooses this service.

Switched access calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Q-Flex Switched intrastate service is offered in conjunction with Q-Flex Switched interstate and international service.

(A) Q-Flex Switched Plan Service Rates and Charges

1. Q-Flex Switched Plan - Direct Dialed

Term/Usage	None	\$500+	\$1,000+
Month-to-Month	\$0.065	\$0.055	\$0.050
1 Year	\$0.055	\$0.050	\$0.045
2 Years	\$0.050	\$0.045	\$0.040
3 Years	\$0.045	\$0.040	\$0.035

2. Q-Flex Switched Plan - Toll Free

Term/Usage	None	\$500+	\$1,000+
Month-to-Month	\$0.090	\$0.085	\$0.080
1 Year	\$0.085	\$0.080	\$0.075
2 Years	\$0.080	\$0.075	\$0.070
3 Years	\$0.075	\$0.070	\$0.065

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.15 Driver Long Distance Plan

The Driver Long Distance Plan is a long distance service available to both existing and new long distance business Customers for outbound (direct dial) and inbound (toll-free) calling via switched access lines. Service is available on a month to month or term basis. Discounts are also available based on usage commitment. Calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Driver Long Distance intrastate service is offered in conjunction with Driver Long Distance interstate and international services. Service is provided where facilities are available. Service may not be available in all areas.

A. Direct Dial Per Minute Rates

Term/Usage	None	\$500	\$1,000+
Month-to-Month	\$0.070	\$0.060	\$0.050
1 Year	\$0.065	\$0.055	\$0.045
2 Years	\$0.060	\$0.050	\$0.040
3 Years	\$0.055	\$0.045	\$0.035
4 Years	\$0.050	\$0.040	\$0.030

B. Toll Free Per Minute Rates

Term/Usage	None	\$500	\$1,000+
Month-to-Month	\$0.070	\$0.060	\$0.050
1 Year	\$0.065	\$0.055	\$0.045
2 Years	\$0.060	\$0.050	\$0.040
3 Years	\$0.055	\$0.045	\$0.035
4 Years	\$0.050	\$0.040	\$0.030

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.16 Starter Long Distance Plan

Starter Long Distance plan is available for use by Customers who subscribe to bundled local services offered by the Company. Descriptions of the Company's bundled local services are provided in the Company's local exchange tariff on file with this Commission. This service is available primarily to residential customers.

Starter Long Distance offers outbound (direct dial) calling via switched access lines. Calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Starter Long Distance plan is offered in conjunction with Starter interstate and international service. Service is provided where facilities are available. Service may not be available in all areas.

A. Per Minute Rate - For billing purposes, call timing is rounded up to the next six (6) second increment following a minimum initial period of eighteen (18) seconds.

Direct Dial Per Minute Rate:

\$0.049

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.17 T-Flex Switched Intrastate Program

The T-Flex Switched Intrastate Program is a long distance service available for outbound and inbound calling via switched access lines. Service is available on a month to month or term basis. Discounts are also available based on usage commitment. Calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis. A Monthly Recurring Charges is also applied.

The T-Flex Switched Program intrastate service is offered in conjunction with T-Flex Switched Program interstate and international services.

A. Direct Dial Per Minute Rates

Term/Usage	Rate
Month-to-Month	\$0.050
1 Year	\$0.050
2 Years	\$0.043

B. Toll Free Per Minute Rates

Term/Usage	Rate
Month-to-Month	\$0.067
1 Year	\$0.053
2 Years	\$0.035

C. Monthly Recurring Charge

Monthly Recur	rring Charge	\$5.00
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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.18 **Local PRI Intrastate Long Distance Plan**

The Local PRI Intrastate Long Distance Plan is an optional long distance service plan available local PRI Customers for outbound (direct dial) and inbound (toll-free) calling. Service is available on a term basis only. Calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

The Local PRI Intrastate Long Distance Plan is offered in conjunction with Local PRI Interstate and International Long Distance Plans, Service is provided where facilities are available, Service may not be available in all areas.

A. **Direct Dial Per Minute Rates**

Per Minute Rate
\$0.0275
\$0.0250
\$0.0225

Toll Free Per Minute Rates В.

Term/Usage	Per Minute Rate
1 Year	\$0.0325
2 Years	\$0.0275
3 Years	\$0.0225

(N)

(N)

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.19 OverDrive Dedicated Long Distance Plan

OverDrive Dedicated Long Distance Plan is a long distance service available to customers for outbound (direct dial) and inbound (toll-free) calling via dedicated access lines. Service is available on a month to month or term basis. Calls are billed in six (6) second increments after a minimum call duration of six (6) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

OverDrive Dedicated Long Distance intrastate service is offered in conjunction with OverDrive Dedicated Long Distance interstate and international services. Service is provided where facilities are available.

A. Direct Dial Per Minute Rates

Term	Rate
Month-to-Month	\$0.0275
1 Year	\$0.0250
2 Years	\$0.0225

B. Toll Free Per Minute Rates

Term	Rate
Month-to-Month	\$0.0325
1 Year	\$0.0275
2 Years	\$0.0225

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.20 Virtual VoIP Prepaid Calling Card Service

3.20.1 General

Lightyear Virtual VoIP Prepaid Calling Card Services (the "Card") allows Users to place calls from locations other than their normal place of business, or residence. The User dials either a local access number or a toll-free number, and an automated voice prompt will instruct the User to enter the card number. After validation of the card number, the automated voice prompt will instruct the User to enter a 4-digit pin number. The voice prompt will inform the User of the dollar amount remaining on the card. After the User dials the number, the automated voice prompt will then announce the number of minutes remaining on the card based on the location of the number dialed. Other features and services can be accessed by pressing the "*" key.

With one minute remaining before the card expires, the User will hear an automated warning announcement. With 30 seconds remaining before the card expires the User will hear another automated warning announcement before the call is terminated.

The Card is also available for interstate and international calling.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.20 Virtual VoIP Prepaid Calling Card Service, (Cont'd.)

3.20.2 Regulations

By registering and using the card, the User agrees to the prices, charges, terms and conditions of this Service. If, upon receipt of the Card, the User does not agree to the prices, charges, terms and conditions, the User should not use the card and should cancel the service immediately by calling Lightyear's Customer Service Department.

The User is responsible for maintaining the confidentiality and security of the User's account number (sometimes called a PIN) and/or password. The User is responsible for all uses of the account, whether or not actually or expressly authorized. Any unauthorized access of the User's Lightyear account that is the result of the User's negligent handling of any Lightyear account number or password is expressly the liability of the User.

The User will not be reimbursed if the Card is used fraudulently or without the User's permission. Users should notify Lightyear immediately, in writing, by electronic mail or by calling the Lightyear User support line, if the Card is stolen or if the User becomes aware at any time that their Service is being stolen or fraudulently used. Failure to do so in a timely manner may result in the termination of Service and additional charges to the User.

Lightyear does not warrant or guarantee that the User will have availability of the toll or access number from all locations within North America. The Lightyear Virtual VoIP Service is strictly limited to use within the jurisdictions where Lightyear has authority to provide the Service. Availability and access to the Service may also be limited by Force Majeure events or by service outrages of other carriers or network providers of Lightyear that are not within the control of Lightyear. Lightyear assumes no obligation or responsibility for unavailability of service in these situations.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.20 Virtual VoIP Prepaid Calling Card Service, (Cont'd.)

3.20.2 Regulations, (cont'd.)

The following are restrictions on the use of this Service:

- a. Lightyear offers its services subject to availability of facilities, limitations of service offerings, and the provisions of the agreement provided to the User with the Card.
- b. The User cannot resell or transfer the Service to any other person for any purpose, or make any charge for the use of the Service.
- c. Services provided by Lightyear under the agreement will not be used: (1) For any unlawful purpose; (2) For making telephone calls that use automatic dialing devices and terminate into electronic information services, pay-per-call services, or other domestic or international audio text services; or (3) For international call-back offerings using uncompleted call signaling to any country, when that country has prohibited such an offering by statute or regulatory decision.
- d. Lightyear may (1) deny, for any lawful reason, a User's request for Service, or (2) limit or allocate the facilities available to or utilized by any Service, if necessary, to manage its network in an efficient manner; meet reasonable service expectations; furnish service to existing and future Users based on forecasted User requirements; or for any other lawful reason.
- e. Lightyear may, without notice (consistent with governing laws or regulations), block traffic to or from specific countries, country codes, cities, city codes, local telephone exchanges ("NXX exchanges"), individual telephone stations, groups or ranges of individual telephone stations, or calls using certain User authorization codes, whenever Lightyear deems it necessary to take such action to prevent (1) the unlawful use of service; (2) nonpayment for service; (3) the use of service in violation of this Agreement; or (4) network blockage or the degradation of service furnished to Lightyear's User or other Users.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.20 Virtual VoIP Prepaid Calling Card Service, (Cont'd.)

3.20.2 Regulations, (cont'd.)

Lightyear may terminate the Service at any time in its sole discretion, if any charge to User's credit card on file with Lightyear is declined or reversed, User's credit card expires and User has not provided Lightyear with a valid replacement credit card or in case of any other non-payment of account charges. If Service is terminated because of a declined or expired credit card or reversed charges by the credit card company, the User is fully liable to Lightyear for all charges accrued before termination and for all costs incurred by Lightyear in collecting such amounts, such as (but not limited to) collection costs and attorney's fees.

User is responsible for payment of all charges for services furnished, and anyone authorized by User to use the service. This responsibility is not changed by virtue of any use, misuse, or abuse of the service undertaken or caused by third parties.

If Lightyear hires a collection agency to collect, or attempt to collect, any charges owed Lightyear, User will be liable to Lightyear for an additional payment equal to 35% of the charges owed, where permitted by applicable law. If Lightyear incurs any fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed Lightyear other than by hiring a collection agency, User will be liable to Lightyear for the payment of all such fees and expenses reasonably incurred.

Lightyear reserves the right to discontinue furnishing services, cancel the account, and/or block access to Lightyear network, without incurring any liability, immediately and without notice if Lightyear deems that such action is necessary to prevent or to protect against fraud or to otherwise protect Lightyear's personnel, agents, facilities, or services.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.20 Virtual VoIP Prepaid Calling Card Service, (Cont'd.)

3.20.3 Terms of Service

The Card is offered on a monthly basis which begins on the date that Lightyear activates the Service and ends on the day before the same date in the following month. The minimum term length is one (1) month.

The Card is a prepaid calling service. The card is unusable until registered and loaded. Each time the Card is used, a per minute charge based on the call destination will be deducted from the Card. A schedule of rates is located in this Tariff, and at http://vcard.lightyear.net. If a User does not use all of the dollars/minutes within the monthly bill cycle they were purchased, the dollar/minutes will expire and will <u>not</u> roll over to the next month regardless of whether the minutes were part of the initial purchase or a re-charge of minutes.

Lightyear is not responsible for any long distance charges incurred by the User when dialing a local access number. User should verify with their current Local Carrier and review their existing local and long distance plan to guarantee that no long distance charges will be charged to User's account. User should not dial a "1" when dialing a local access number. Lightyear is not responsible for any airtime or other charges from User's mobile phone service provider.

Calls made to 311, 411, 711 and 911, as well as 500, 700, 800/888, 900 and 976 numbers, and calls requiring operator assistance and/or the quotation of time and charges cannot be completed using the Lightyear Virtual VoIP Prepaid Calling Card. Air to ground and high seas service may not be completed. Calls may not be completed using a rotary telephone service. Lightyear does not offer collect calls via this Service. The Service cannot be accessed via a pay telephone.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.20 Virtual VoIP Prepaid Calling Card Service, (Cont'd.)

3.20.3 Terms of Service, (cont'd.)

The User must provide Lightyear with a valid credit card number at the time the Service is activated. The credit card used to load and register the Card will be charged <u>automatically</u> each month with the same dollar amount originally purchased or as modified by the User until such time as the User cancels the Service through http://vcard.lightyear.net, or by calling Lightyear's Customer Service Department. If the credit card expires, or User closes the credit card account, or User's billing address changes, or the credit card is cancelled and replaced because of loss or theft, User must advise Lightyear immediately. If User's credit card is cancelled or determined to be invalid, Service will be disconnected <u>immediately</u> upon e-mail notice to User. Service will be restored upon request once a valid credit card is presented.

Lightyear will electronically invoice all charges on a monthly basis, in advance, to User's credit card, including but not limited to: re-charge fees, disconnection fees, and monthly Service fees, and any applicable taxes and regulatory fees.

If Lightyear changes its rates, the recurring monthly charges affected by such change will be assessed at the new rate for the full billing period during which the new recurring charge rate became effective. This credit card authorization will remain valid until thirty (30) days after Lightyear receives written notice from the User terminating Lightyear 's authority to charge the credit card. All payments must be made in United States Currency.

The Card has no cash value, and there are no refunds, returns or exchanges associated with the Card. No refund will be provided if the Card is cancelled before usage is depleted.

The discontinuance of service(s) by Lightyear pursuant to these provisions does not relieve User of any obligation to pay Lightyear for charges due and owing for service(s) furnished up to the time of discontinuance.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.20 Virtual VoIP Prepaid Calling Card Service, (Cont'd.)

3.20.4 Rates and Charges

The minimum call duration is one minute. For usage decrement purposes, the length of each metered call is rounded to full minute increments. If the computed charge for a call includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. If the computed charges for taxes and surcharges include a fraction of a cent, the fraction is rounded up to the nearest whole cent.

Generally, timing of metered calls begins when the called party or an automated answering device (such as an answering machine or a facsimile machine) answers the call, and ends when one of the parties disconnects from the call. However, some foreign carriers (with whom Lightyear must interconnect in order to terminate calls to foreign countries) designate a call as "answered" when the called party's line rings or after a certain number of rings, and will charge Lightyear for a completed call. In these situations, Lightyear will charge for the call as if it were answered by the called party.

The User may select one of the following rate options as the Monthly Recurring Rate to be charged automatically each month to the User's credit card. A User may select a higher priced option at any time free of charge. However, a fee will be assessed if User elects to purchase a lower priced monthly rate option. Applicable taxes and regulatory fees are assessed in addition to the rates and charges shown below.

The minimum term for the Card is one (1) month from the date of activation. Customers must allow up to two (2) full business days for a card cancellation request to be processed. Any charges that become due and payable upon cancellation will be billed directly to Customer's credit card.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.20 Virtual VoIP Prepaid Calling Card Service, (Cont'd.)

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3.20.4 Rates and Charges, (cont'd.)

A. Monthly Recurring and Recharge Rates

	Monthly Recurring
	Rates
Option 1	\$24.99
Option 2	\$49.99
Option 3	\$74.99
Option 4	\$99.99
Fee to Decrease Monthly Recurring Rate	\$4.99

Fee to Decrease Monthly Recurring Rate

There is no fee to set up the Service with the Card. However, a User may recharge the card (purchase additional minutes) by choosing blocks of service at the rates posted at the time of re-charge. Users can only re-charge once per day, and the cut off for a day is Midnight EST/EDT. The maximum re-charge amount in any one month cannot exceed \$100.00.

Fees for Re-Charge blocks of service

Option 1	\$5.00
Option 2	\$10.00
Option 3	\$15.00
Option 4	\$20.00

В. **Usage Rates**

	DID Access	800 Access	
Usage Rate per minute	\$0.04	\$0.06	
Directory Assistance, per call	\$0.99	\$0.99	

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SECTION 4 - MISCELLANEOUS SERVICES AND CHARGES

4.1 Directory Assistance

Directory Assistance is available to Customers of Lightyear. 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.

4.1.1 Per Call Charge

Directory Assistance, Per Call

\$0.65

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SECTION 4 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D.)

4.2 Operator Services

The Company offers operator assisted ("0+") calling for call handling or placement arrangements to its presubscribed customers only.

4.2.1 Operator Assisted Call Options

The following payment options are available to Lightyear's Customers:

- A Calling Card Calls This option enables a Customer to charge a call to a valid telephone company calling card.
- **B** Third Number Billing This option allows a call to be billed to a telephone number identified with a station other than the calling or called telephone number, provided that the third party number is not restricted from receiving such charges.

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SECTION 4 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D.)

4.2 Operator Services, (Cont'd.)

4.2.1 Operator Service Calls - Rates and Charges

A. Per Minute Usage Rates

Service is provided to presubscribed customers only.

Per Minute Rate:

\$0.3600

B. Per Call Service Charge:

The following per call service charge applies in addition to per minute usage rates (preceding).

	Per Call
Operator Station-to-Station	\$2.45
Operator Person-to-Person	\$3.50
Billed to 3 rd Party	\$2.30
LEC Calling Card	\$1.05
Operator Dialed Surcharge	\$0.85
Payphone Surcharge	\$0.30

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SECTION 5 - GRANDFATHERED SERVICES

5.1 Direct Dial 1+ Service - This Service is no longer available to new customers.

Direct Dial 1+ Service allows Customers to make 1+ direct dialed calls from presubscribed telephones. This service is available from equal access end offices only. Customers access the service via switched access lines. For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of eighteen (18) seconds.

Direct Dial 1+ Service is offered under several Plans based on term commitment four levels. Plan M is a basic month-to-month service. Plan 12 offers a discount off of Plan M rates to Customers who commit to a 12 month service term. Plan 24 offers discounted rates to Customers that commit to a 24 month service term, etc. If a Customer discontinues service prior to the end of service agreement term, the Customer is assessed a penalty equal to the difference between the appropriate shorter commitment Plan and the Plan under which the Customer has been billed, times the cumulative billed minutes of use from the time service was initiated to the time service was discontinued.

5.1.1 Direct Dial 1+ Service – Per Minute Rates

	DAY	NON-DAY
Plan M	\$0.1450	\$0.1250
Plan 12	\$0.1350	\$0.1250
Plan 24	\$0.1250	\$0.1150
Plan 36	\$0.1150	\$0.1090
Plan 42	\$0.1090	\$0.1090

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.2 Switched Toll Free Service - This Service is no longer available to new customers.

Switched Toll Free Service provides an in-bound Toll Free calling service to Lightyear Customers. The Lightyear Customer is billed for each Toll Free call, rather than the call originator. Calls terminate to the Lightyear Toll Free Customer via switched access lines. For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of eighteen (18) seconds.

Switched Toll Free Service is offered under several Plans based on term commitment. Plan M is a basic month-to-month service. Toll Free Plan 12 offers a discount off of Plan M rates to Customers who commit to a 12 month service term. Toll Free Plan 24 offers discounted rates to Customers that commit to a 24 month service term, etc. If a Customer discontinues service prior to the end of the service agreement term, the Customer is assessed a penalty equal to the difference between the appropriate shorter commitment Plan and the Plan under which the Customer has been billed, times the cumulative billed minutes of use from the time service was initiated to the time service was discontinued.

5.2.1 Switched Toll Free Service – Per Minute Rates

	DAY	NON-DAY
Plan M	\$0.1450	\$0.1250
Plan 12	\$0.1350	\$0.1250
Plan 24	\$0.1250	\$0.1150
Plan 36	\$0.1150	\$0.1090
Plan 42	\$0.1090	\$0.1090

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.3 Ultima Card - This Service is no longer available to new customers.

Lightyear's Ultima Card provide telecommunications services and optional enhanced service to customers while traveling away from the office or home. Customers must dial a toll-free access number followed by their authorization code to make a call or use the service. A monthly credit limit will be assigned to each card for fraud protection. Customers have the option of raising or lowering the limit amount to best suit their calling practices.

5.3.1 Ultima Card – Per Minute Rates and Per Call Surcharges

TERM COMMITMENT	DAY	NON-DAY	PER CALL SURCHARGE
Month to Month	\$0.2500	\$0.1990	\$0.250
24 Month Term	\$0.1990	\$0.1990	\$0.250
36 Month Term	\$0.2500	\$0.2500	None
48 Month Term	\$0.1900	\$0.1900	None
60 Month Term	\$0.1750	\$0.1750	None

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.4 Affinity Group Schedules - This Service is no longer available to new customers.

The Affinity Group Schedules provide 1+ outbound calling services to residential customers via switched access originating facilities. Service is available to the members of Affinity Groups. Rates vary based on the number of members in the Affinity Group.

5.4.1 Affinity Group Schedules - Rates and Charges

A. PLAN A

Minimum Number of Members	DAY	
in Affinity Group		
0	\$0.1850	
100	\$0.1630	
500	\$0.1460	

B. PLAN B

Minimum Number of Members	DAY	NON-DAY
in Affinity Group		
0	\$0.1980	\$0.1390
100	\$0.1730	\$0.1230
500	\$0.1540	\$0.1170

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.4 Affinity Group Schedules, (Cont'd.) - This Service is no longer available to new customers.

The Affinity Group Schedules provide 1+ outbound calling services to residential customers via switched access originating facilities. Service is available to the members of Affinity Groups. Rates vary based on the number of members in the Affinity Group.

5.4.1 Affinity Group Schedules - Rates and Charges, (cont'd.)

C. PLAN C

Minimum Number of Members	DAY	NON-DAY	NIGHT/
in Affinity Group			WEEKEND
0	\$0.1980	\$0.1390	\$0.1300
100	\$0.1720	\$0.1230	\$0.1170
500	\$0.1540	\$0.1200	\$0.1170

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.5 Plan Services - This Service is no longer available to new customers.

Plan Services are offered to Customers for outbound or inbound (toll-free) calling via switched or dedicated access lines. Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer chooses this service. Alternatively, the Customer may project usage where no prior comparable service applies. The Company reserves the right to verify projected usage after three months of billing. If the Customer's usage is greater or less than the original projection, the Customer will be given the option to continue service at the appropriate rate level or to change to a different Lightyear product.

Switched access calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Dedicated access calls are billed in six (6) second increments after a minimum call duration of six (6) seconds. Intrastate service is offered in conjunction with interstate and international service.

5.5.1 Switched Access Per Minute Usage Rates

Plan	Volume	Time of Day Rate Period	
	Commitment	Day	Non-Day
Direct Dial 1+ Service	\$0-\$249.99	\$0.0990	\$0.0990
Toll Free Service	\$250 & Over	\$0.0850	\$0.0850

5.5.2 Dedicated Access Per Minute Usage Rates

Plan	Volume	Time of Day Rate Period	
	Commitment	Day	Non-Day
Direct Dial 1+ Service	\$0-\$249.99	\$0.0650	\$0.0650
Toll Free Service	\$250 & Over	\$0.0500	\$0.0500

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.6 Combo Long Distance - This Service is no longer available to new customers.

This service is available to new Lightyear local exchange Customers who select Lightyear as their presubscribed long distance carrier. Intrastate service is provided in conjunction with interstate and international service.

A. Per Minute Rates

	Month-to-Month	One Year Term
Direct Dial Service	\$0.0584	\$0.0488
Toll Free Service	\$0.0684	\$0.0588

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.7 Dedicated Direct Dial 1+ Service - This Service is no longer available to new customers.

Dedicated Direct Dial 1+ Service allows Customers to make 1+ direct dialed calls. Customers access the service via dedicated or special access T-1 (1.544 Mpbs) lines. Service is available only where T-1 access is available. The Customer is responsible for payment charges associated with the dedicated T-1 circuit. Such charges are normally billed by and paid directly to the access provider (i.e. local exchange carrier). If the Customer requests that Lightyear order and bill the T-1 circuit, Lightyear will add a administrative charge equal to 25% of the monthly recurring charge for the circuit to the bill. For usage billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of six (6) seconds.

Dedicated Direct Dial 1+ Service is offered under several Plans based on term commitment. Plan M is a basic month-to-month service. Plan 12 offers a discount off of Plan M rates to Customers that commit to a 12 month service term. Plan 24 offers discounted rates to Customers who commit to a 24 month service term, etc. If a Customer discontinues service prior to the end of the service agreement term, the Customer is assessed a penalty equal to the difference between the appropriate shorter commitment Plan and the Plan under which the Customer has been billed, times the cumulative billed minutes of use from the time service was initiated to the time service was discontinued.

Calls are billed in six (6) second increments after the initial minimum period of six (6) seconds.

A. Per Minute Rates

	DAY	NON-DAY
Plan M	\$0.1090	\$0.1090
Plan 12	\$0.0990	\$0.0990
Plan 24	\$0.0890	\$0.0890
Plan 36	\$0.0790	\$0.0790

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.8 Dedicated Toll Free Service - This Service is no longer available to new customers.

Dedicated Toll Free Service provides an in-bound Toll Free calling service to Lightyear Customers. The Lightyear Customer is billed for each Toll Free call, rather than the call originator. Calls terminate to the Lightyear Toll Free Customer via dedicated T-1 (1.544) access lines. Service is available only where T-1 access is available. The Customer is responsible for payment charges associated with the dedicated T-1 circuit. Such charges are normally billed by and paid directly to the access provider (i.e. local exchange carrier). If the Customer requests that Lightyear order and bill the T-1 circuit, Lightyear will add a administrative charge equal to 25% of the monthly recurring charge for the circuit to the bill. For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of six (6) seconds.

Dedicated Toll Free Service is offered under several Plans based on term commitment. Plan M is a basic month-to-month service. Toll Free Plan 12 offers a discount off of Plan M rates to Customers who commit to a 12 month service term. Toll Free Plan 24 offers discounted rates to Customers that commit to a 24 month service term, etc. If a Customer discontinues service prior to the end of the service agreement term, the Customer is assessed a penalty equal to the difference between the appropriate shorter commitment Plan and the Plan under which the Customer has been billed, times the cumulative billed minutes of use from the time service was initiated to the time service was discontinued.

Calls are billed in six (6) second increments after the initial minimum period of six (6) seconds.

A. Per Minute Rates

	DAY	NON-DAY
Plan M	\$0.1090	\$0.1090
Plan 12	\$0.0990	\$0.0990
Plan 24	\$0.0890	\$0.0890
Plan 36	\$0.0790	\$0.0790

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.9 Switched Elite Program - This Service is no longer available to new customers.

The Switched Elite Program is offered to off-net Customers for outbound and inbound (toll-free) calling via switched access lines. To be eligible for this program, a Lightyear long distance customer must be a local customer of either Lightyear or Ameritech.

Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer chooses this service. Alternatively, the Customer may project usage where no prior comparable service applies. The Company reserves the right to verify projected usage after three months of billing. If the Customer's usage is greater or less than the original projection, the Customer will be given the option to continue service at the appropriate rate level or to change to a different Lightyear service.

Switched access calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Switched Elite intrastate service is offered in conjunction with Elite interstate and international service.

A. Switched Elite Service – Direct Dialed and Toll Free Rates

Plan	Minimum Monthly Commitment	Per Minute Rate
Elite Plan A	\$100.00 - \$249.99	\$0.0690
Elite Plan B	\$250.00 +	\$0.0590

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.10 Switched Maximizer Service - This Service is no longer available to new customers.

Switched Maximizer Service is offered to Customers for outbound or inbound (toll-free) calling via switched access lines. Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer chooses this service. Alternatively, the Customer may project usage where no prior comparable service applies. The Company reserves the right to verify projected usage after three months of billing. If the Customer's usage is greater or less than the original projection, the Customer will be given the option to continue service at the appropriate rate level or to change to a different Lightyear service.

Calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Switched Maximizer intrastate service is offered in conjunction with Switched Maximizer interstate and international service.

A. Switched Maximizer Service – Direct Dialed and Toll Free Rates

	Minimum Monthly	Per M	inute Rate
Plan	Commitment	DAY	NON-DAY
Plan U1	Month-to-Month	\$0.1450	\$0.1250
Plan U12	12-Month Term	\$0.1350	\$0.1250
Plan U24	24-Month Term	\$0.1250	\$0.1150
Plan U36	36-Month Term	\$0.1150	\$0.1090
Plan U42	42-Month Term	\$0.1050	\$0.1050

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.11 Switched MRC Service - This Service is no longer available to new customers.

Switched MRC Service is offered to Customers for outbound or inbound (toll-free) calling via switched access lines. Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer chooses this service. Alternatively, the Customer may project usage where no prior comparable service applies. The Company reserves the right to verify projected usage after three months of billing. If the Customer's usage is greater or less than the original projection, the Customer will be given the option to continue service at the appropriate rate level or to change to a different Lightyear service.

Calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis. A flat monthly recurring charge will apply.

Switched MRC intrastate service is offered in conjunction with Switched MRC interstate and international service.

A. Switched MRC Service – Direct Dialed and Toll Free Rates

Plan	Minimum Monthly Commitment	Per Minute Rate
MRC Plan A	\$10.00 - \$499.99	\$0.0950
MRC Plan B	\$500.00 +	\$0.0825

B. Monthly Recurring Charge: \$1.50

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.12 Switched Saver Program - This Service is no longer available to new customers.

The Switched Saver Program is offered to qualified current Lightyear Customers for outbound or inbound (toll-free) calling via switched access lines. Only current Lightyear long distance customers who have less than six (6) months remaining on their current term plan, if applicable, and who are considered in good standing, are eligible for this program. For purposes of the Saver Program, customers in good standing are defined as those who have paid their bills no later than fifteen (15) days past the date due for three consecutive months. Saver Program customers who lose good standing status must move either to their previous plan or to another plan of their choosing and for which they qualify. For purposes of this Program, a customer will be considered to have lost good standing status if more than one bill within a three (3) month period is not paid by fifteen (15) days past the date due.

Switched Saver Program customers must have at least six (6) months' service under their current plan before becoming eligible for a lower rate under the Saver Program. Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer qualifies for this service. The Company reserves the right to verify projected usage after three months of billing. If the Customer's usage is greater or less than the original projection, the Customer will be given the option to continue service at the appropriate rate level or to change to a different Lightyear service.

Switched access calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

The Switched Saver Program intrastate service is offered in conjunction with Saver Program interstate and international service.

A. Switched Saver Program – Direct Dialed and Toll Free Rates

Plan	Minimum Monthly Commitment	Per Minute Rate
Saver Plan A	\$10.00 - \$99.99	\$0.0690
Saver Plan B	\$100.00 +	\$0.0590

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.13 Sprint Cornerstone SDP Service - This Service is no longer available to new customers.

Sprint Cornerstone SDP Service is offered to Customers for outbound and inbound (toll-free) calling via switched or dedicated access lines in those service areas for which Sprint is Lightyear's underlying transport provider.

Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer chooses this service. Alternatively, the Customer may project usage where no prior comparable service applies. The Company reserves the right to verify projected usage after three months of billing. If the Customer's usage is greater or less than the original projection, the Customer will be given the option to continue service at the appropriate rate level or to change to a different Lightyear service.

Switched access calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Dedicated access calls are billed in six (6) second increments after a minimum call duration of six (6) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

The Sprint Cornerstone SDP intrastate service is offered in conjunction with Sprint Cornerstone SDP interstate and international service.

A. Switched Sprint Cornerstone SDP Service – Direct Dialed and Toll Free Rates

Plan	Minimum Monthly Commitment	Per Minute Rate
SDP Plan A	\$100.00 - \$249.99	\$0.0950
SDP Plan B	\$250.00 +	\$0.0830

B. Dedicated Sprint Cornerstone SDP Service – Direct Dialed and Toll Free Rates

Plan	Minimum Monthly Commitment	Per Minute Rate
SDP Plan A	\$1500.00 - \$3000	\$0.0600
SDP Plan B	\$3001 +	\$0.0500

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.14 Switched Sprint SRC Service - This Service is no longer available to new customers.

Switched Sprint SRC Service is offered to Customers for outbound and inbound (toll-free) calling via switched access lines in those service areas for which Sprint is Lightyear's underlying carrier.

Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer chooses this service. Alternatively, the Customer may project usage where no prior comparable service applies. The Company reserves the right to verify projected usage after three months of billing. If the Customer's usage is greater or less than the original projection, the Customer will be given the option to continue service at the appropriate rate level or to change to a different Lightyear service.

Calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis. A flat monthly recurring charge will apply.

Intrastate Switched Sprint SRC intrastate service is offered in conjunction with interstate and international Switched Sprint SRC service.

A. Switched Sprint SRC Service – Direct Dialed and Toll Free Rates

Plan	Minimum Monthly Commitment	Per Minute Rate
SRC Plan A	\$10.00 - \$999.99	\$0.0950
SRC Plan B	\$1000.00 +	\$0.0830

B. Monthly Recurring Charge: \$1.50

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.15 Xpress Service - This Service is no longer available to new customers.

Xpress Rate Plans are offered to Customers for outbound or inbound (toll-free) calling via switched or dedicated lines. Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer chooses this service. Alternatively, the Customer may project usage where no prior comparable service applies. The Company reserves the right to verify projected usage after three months of billing. If the Customer's usage is greater or less than the original projection, the Customer will be given the option to continue service at the appropriate rate level or to change to a different Lightyear service.

Switched access calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Dedicated access calls are billed in six (6) second increments after a minimum call duration of six (6) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Xpress Rate Plan intrastate services are offered in conjunction with Xpress Rate Plan interstate and international services.

A. Switched Xpress Service – Direct Dialed and Toll Free Rates

Plan	Minimum Monthly Commitment	Per Minute Rate
Xpress Plan A	\$0.00 - \$499.99	\$0.0990
Xpress Plan B	\$500.00 +	\$0.0850

B. Dedicated Xpress Service – Direct Dialed and Toll Free Rates

Plan	Minimum Monthly Commitment	Per Minute Rate
Xpress Plan A	\$0.00 - \$499.99	\$0.0650
Xpress Plan B	\$500.00 +	\$0.0500

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.16 Cornerstone NDP Service - This Service is no longer available to new customers.

Cornerstone NDP Service is offered to Customers for outbound or inbound (toll-free) calling via switched or dedicated access lines. Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer chooses this service. Alternatively, the Customer may project usage where no prior comparable service applies. The Company reserves the right to verify projected usage after three months of billing. If the Customer's usage is greater or less than the original projection, the Customer will be given the option to continue service at the appropriate rate level or to change to a different Lightyear service.

Switched access calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Dedicated access calls are billed in six (6) second increments after a minimum call duration of six (6) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Cornerstone NDP intrastate service is offered in conjunction with Cornerstone NDP interstate and international service.

A. Switched Cornerstone NDP Service – Direct Dialed and Toll Free Rates

Plan	Minimum Monthly Commitment	Per Minute Rate
NDP Plan A	\$100.00 - \$300.00	\$0.0950
NDP Plan B	\$300.01 - \$500.00	\$0.0825

B. Dedicated Cornerstone NDP Service – Direct Dialed and Toll Free Rates

Plan	Minimum Monthly Commitment	Per Minute Rate
NDP Plan A	\$1500.00 - \$3000.00	\$0.0650
NDP Plan B	\$3000.01 +	\$0.0500

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.17 Dedicated WP Service - This Service is no longer available to new customers.

Dedicated WP Service is offered to Customers for outbound or inbound (toll-free) calling via dedicated lines. Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer chooses this service. Alternatively, the Customer may project usage where no prior comparable service applies. The Company reserves the right to verify projected usage after three months of billing. If the Customer's usage is greater or less than the original projection, the Customer will be given the option to continue service at the appropriate rate level or to change to a different Lightyear service.

Calls are billed in six (6) second increments after a minimum call duration of six (6) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Dedicated WP intrastate service is offered in conjunction with Dedicated WP interstate and international service.

A. Dedicated WP Service – Direct Dialed and Toll Free Rates

Plan	Minimum Monthly Commitment	Per Minute Rate
WP Plan A	\$10.00 - \$999.99	\$0.0650
WP Plan B	\$1000.00 +	\$0.0500

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.18 U Rate Service - This Service is no longer available to new customers.

U Rate Service is offered to Customers for outbound or inbound (toll-free) calling via switched or dedicated access lines. U Rate Service is offered under several Plans based on term commitment. Plan U-1 is a basic month-to-month service. Plan U-6 offers a discount off of Plan U-1 rates to Customers that commit to a 6 month service term. Plan U-12 offers discounted rates to Customers who commit to a 12 month service term, etc. If a Customer discontinues service prior to the end of the service agreement term, the Customer is assessed a penalty equal to the difference between the appropriate shorter commitment Plan and the Plan under which the Customer has been billed, times the cumulative billed minutes of use from the time service was initiated to the time service was discontinued.

Switched access calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Dedicated access calls are billed in six (6) second increments after a minimum call duration of six (6) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

U Rate intrastate service is offered in conjunction with U Rate interstate and international service.

A. Switched U Rate Service – Direct Dialed and Toll Free Rates

	Minimum Monthly	Per Minute Rate		
Plan	Commitment	DAY	NON-DAY	
Plan U1	Month-to-Month	\$0.1450	\$0.1250	
Plan U12	12-Month Term	\$0.1350	\$0.1250	
Plan U24	24-Month Term	\$0.1250	\$0.1150	
Plan U36	36-Month Term	\$0.1150	\$0.1090	
Plan U42	42-Month Term	\$0.1050	\$0.1050	

B. Dedicated U-Rate Service – Direct Dialed and Toll Free Rates

Minimum Monthly	Per Minute Rate		
Commitment	DAY	NON-DAY	
Month-to-Month	\$0.1090	\$0.1090	
12-Month Term	\$0.0990	\$0.0990	
24-Month Term	\$0.0890	\$0.0890	
36-Month Term	\$0.0790	\$0.0790	
	Commitment Month-to-Month 12-Month Term 24-Month Term	Commitment DAY Month-to-Month \$0.1090 12-Month Term \$0.0990 24-Month Term \$0.0890	

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.19 Dedicated Sprint SP Service - This Service is no longer available to new customers.

Dedicated Sprint SP Service is offered to Customers for outbound or inbound (toll-free) calling via dedicated access lines. Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer chooses this service. Alternatively, the Customer may project usage where no prior comparable service applies. The Company reserves the right to verify projected usage after three months of billing. If the Customer's usage is greater or less than the original projection, the Customer will be given the option to continue service at the appropriate rate level or to change to a different Lightyear service.

Calls are billed in six (6) second increments after a minimum call duration of six (6) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Dedicated Sprint SP intrastate service is offered in conjunction with Dedicated Sprint SP interstate and international service.

A. Dedicated Sprint SP Service – Direct Dialed and Toll Free Rates

Plan	Minimum Monthly Commitment	Per Minute Rate
SP Plan A	No Minimum	\$0.0600
SP Plan B	\$10.00 - \$1000.00	\$0.0500
SP Plan C	\$1000.01 - \$2000.00	\$0.0450
SP Plan D	\$2000.01 +	\$0.0350

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.20 Lightyear Switched Prime Program - This Service is no longer available to new customers.

The Lightyear Switched Prime Program is offered to Customers for outbound calling via switched access lines. The Lightyear Switched Prime Program provides a package of interstate, intrastate, and international calling plans, with a number of options available, depending on the Customer's preferences and calling patterns. This Service is available only in areas served by Vartec Communications.

Calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

A. Lightyear Switched Prime Program – Direct Dialed Rates

Plan	Per Minute Rate			
Prime A	\$0.0810			
Prime B	\$0.0720			
Prime C	\$0.0590			
Prime D	\$0.0490			
Prime E	\$0.0450			

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.21 Lightyear Prepaid Calling Card Services - This Service is no longer available to new customers.

Lightyear Prepaid Calling Card Services allows users to place calls from locations other than their normal place of business. The Customer dials a toll-free number, and an automated voice prompt will instruct the user to enter the 14-digit authorization code. At this time, the voice prompt will inform the user of the number of minutes remaining on the card, and request the user to dial the destination number. With two minutes remaining before the card expires, the caller will hear an automated warning announcement. Calls are measured in one (1) minute increments.

Service is paid for in advance of actual usage. Charges for the service are deducted from the available balance on the pre-paid card.

Calls to 500, 700, 800/888, 900 and 976 numbers and calls requiring operator assistance and the quotation of time and charges cannot be completed using the Prepaid Calling Card. Air to ground and high seas service may not be completed. Calls may not be completed using rotary telephone service.

All calls must be charged against a Prepaid Calling Card that has sufficient available balance. A Customer's call will be interrupted with an announcement one minute before the balance is about to be depleted. Calls in progress will be terminated by the Company if the balance on the Prepaid Calling Card is insufficient to continue the call.

The Company does not refund any unused balances in a Prepaid Calling Card Account.

Intrastate service is provided in conjunction with interstate and international service.

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.21 Lightyear Prepaid Calling Card Services, (Cont'd.) - This Service is no longer available to new customers.

A. Promotional Prepaid Calling Cards

Promotional Prepaid Calling Cards are offered to organizations or commercial entities ("Sponsor") for distribution to their members, patrons or customers. The marketing vehicle and expiration period is selected by the Sponsor upon joint agreement between the Company and the Sponsor. The Sponsor is responsible for obtaining all necessary permissions for the use of any trade mark, trade name, service mark or other image on the card. The Sponsor must distribute the Prepaid Calling Cards free of charge to end users. At the option of the Sponsor, these cards may not be replenishable. The Company reserves the right to approve or reject any image and to specify the customer information language and use of the Carrier's trade mark, trade name, service mark or other image on the card.

Cards may be purchased in various denominations of dollars or minutes. Promotional Prepaid Calling Cards are non-refundable and non-rechargeable. All cards will expire twelve months following first use or the expiration date on the card (normally three years), whichever comes first.

Promotional Prepaid Calling Card service may be discontinued or refused without notice when the established expiration date on the Prepaid Calling Card is reached.

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.21 Lightyear Prepaid Calling Card Services, (Cont'd.) - This Service is no longer available to new customers.

B. Retail Prepaid Calling Cards

Retail Prepaid Calling Cards are offered in bulk purchases to the Company's agents for purposes of resale to end users. A minimum of 1000 cards is required per order. Cards are available in 10, 20, 30, and 40 minute increments.

Retail Prepaid Calling Cards are renewable. End users may renew the cards at point of purchase or via the telephone through the use of a verifiable commercial credit card.

All cards will expire twelve months following first use or the expiration date on the card (normally three years), whichever comes first.

Prepaid Calling Card service may also be discontinued or refused without notice under the following conditions:

- 1. For non-payment of any amount past due to the Company by the Customer, including non-payment of a Prepaid Calling Account Renewal of a fully-depleted balance.
- 2. When the Available Usage Balance of a non-renewable account is Depleted to a level insufficient to place a one-minute call to the location of least cost.
- 3. When the established expiration date of the Prepaid Calling Account is reached.

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SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.21 Lightyear Prepaid Calling Card Services, (Cont'd.) - This Service is no longer available to new customers.

C. Lightyear Prepaid Calling Card Service

Lightyear Prepaid Calling Card Service rates are not distance or time of day sensitive in nature. Holiday discounts do not apply.

Network usage for Prepaid Calling Card Calls is deducted from the Available Usage Balance on the Customer's card in full minute increments. For debiting purposes, the minimum call usage is one (1) minute.

Promotional Prepaid Calling Cards - Sponsor rate

Pre-printed cards \$0.10 per minute Customized cards \$0.15 per minute

Retail Prepaid Calling Cards - Retail rate \$0.50 per minute

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.22 Dedicated Elite Program - This Service is no longer available to new customers.

The Dedicated Elite Program is offered to off-net Customers for outbound and inbound (toll-free) calling via dedicated access lines. To be eligible for this program, a Lightyear long distance customer must be a local customer of either Lightyear or Ameritech.

Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer chooses this service. Alternatively, the Customer may project usage where no prior comparable service applies. The Company reserves the right to verify projected usage after three months of billing. If the Customer's usage is greater or less than the original projection, the Customer will be given the option to continue service at the appropriate rate level or to change to a different Lightyear service.

Dedicated access calls are billed in six (6) second increments after a minimum call duration of six (6) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Dedicated Elite intrastate service is offered in conjunction with Elite interstate and international service.

A. Dedicated Elite Service – Direct Dialed and toll Free Rates

Plan	Minimum Monthly Commitment	Per Minute Rate
Elite Plan A	\$1000.00 - \$1999.99	\$0.0450
Elite Plan B	\$2000.00 +	\$0.0350

(Material on this page has been moved from Page 56)

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 5 - GRANDFATHERED SERVICES, (CONT'D.)

5.22 Dedicated Saver Program - This Service is no longer available to new customers.

The Dedicated Saver Program is offered to qualified current Lightyear Customers for outbound or inbound (toll-free) calling via dedicated access lines. Only current Lightyear long distance customers who have less than six (6) months remaining on their current term plan, if applicable, and who are considered in good standing, are eligible for this program. For purposes of the Saver Program, customers in good standing are defined as those who have paid their bills no later than fifteen (15) days past the date due for three consecutive months. Saver Program customers who lose good standing status must move either to their previous plan or to another plan of their choosing and for which they qualify. For purposes of this Program, a customer will be considered to have lost good standing status if more than one bill within a three (3) month period is not paid by fifteen (15) days past the date due.

The minimum term of service for dedicated Saver Program customers is eighteen (18) months. Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer qualifies for this service. The Company reserves the right to verify projected usage after three months of billing. If the Customer's usage is greater or less than the original projection, the Customer will be given the option to continue service at the appropriate rate level or to change to a different Lightyear service.

Dedicated access calls are billed in six (6) second increments after a minimum call duration of six (6) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

The Dedicated Saver Program intrastate service is offered in conjunction with Saver Program interstate and international service.

A. Dedicated Saver Program – Direct Dialed and Toll Free Rates

Plan	Minimum Monthly Commitment	Per Minute Rate
Saver Plan A	\$0.00 - \$1999.99	\$0.0450
Saver Plan B	\$2000.00 +	\$0.0350

(Material on this page has been moved from Page 57)

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Louisville, Kentucky 40223

SECTION 6 - PROMOTIONS AND CONTRACT SERVICES

6.1 Special Promotions

The Company may from time to time waive or vary charges for promotional, market research or other similar business purposes. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges.

The Company will provide thirty (30) days notification to the Commission of the availability and duration of such offers. Special offerings will not exceed a period of ninety (90) days.

6.2 Discounts

The Company may, from time to time as reflected in the price list, offer discounts based on monthly volume (or, when appropriate, "monthly revenue commitment" and/or "time of day" may also be included in the tariff).

6.3 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service 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 non-discriminatory basis.

6.4 Contracts

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

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1901 Eastpoint Parkway Louisville, Kentucky 40223

Lightyear Network Solutions, LLC

EXHIBIT B

PROPOSED REVISED TARIFF PAGES

This tariff, P.U.C.O. Tariff No. 4 filed by Lightyear Network Solutions, LLC, cancels and replaces, in its entirety, the current tariff on file with the Commission, P.U.C.O. Tariff No. 1.

This tariff is being replaced in accordance with Ohio Case No. 06-1345-TP-ORD, dated September 26, 2007. Detariffed services are available at www.lightyear.net and may also be viewed at the Company's headquarters: 1901 Eastpoint Parkway, Louisville, Kentucky 40223.

TITLE PAGE

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

OF

LIGHTYEAR NETWORK SOLUTIONS, LLC

90-9040-TP-TRF

This tariff contains the rules, regulations, descriptions, and rates applicable to the furnishing of interexchange telecommunication services offered by Lightyear Network Solutions, LLC within the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio. Copies may be inspected at the Company's principle place of business at 1901 Eastpoint Parkway, Louisville, Kentucky 40223.

Issued: April 2, 2008 Effective: April 2, 2008

Issued by:

Linda Hunt, Director of Legal & Regulatory Affairs

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
1	Original	*	26	Original	*		
2	Original	*	27	Original	*		
3	Original	*	28	Original	*		
4	Original	*	29	Original	*		
5	Original	*	30	Original	*		
6	Original	*	31	Original	*		
7	Original	*	32	Original	*		
8	Original	*	33	Original	*		
9	Original	*	34	Original	*		
10	Original	*	35	Original	*		
11	Original	*	36	Original	*		
12	Original	*	37	Original	*		
13	Original	*	38	Original	*		
14	Original	*	39	Original	*		
15	Original	*	40	Original	*		
16	Original	*	41	Original	*		
17	Original	*	42	Original	*		
18	Original	*	43	Original	*		
19	Original	*	44	Original	*		
20	Original	*	45	Original	*		
21	Original	*					
22	Original	*					
23	Original	*					
24	Original	*					
25	Original	*					

^{* -} Indicates pages included with this filing.

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Issued by: Linda Hunt, Director of Legal & Regulatory Affairs

SECTION 1 - EXPLANATION OF TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to a Lightyear switching center or point of presence.

Account Code - A number assigned to each Prepaid Account which is dialed by the Customer or Authorized User upon access to the Carrier's service. An Account Code identifies the caller and validates the caller's authorization to use the services provided.

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

Available Usage Balance - The amount of usage remaining in a Prepaid Calling Card Account at any particular point in time. Each Prepaid Calling Card Account begins with an initial usage amount which is depleted as services provided by the Company are utilized by the Customer.

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

Calling Card - A proprietary card through which service is accessed by dialing a company-provided access number, and which enables the Customer or User to place calls over the network and to have the charges for such calls billed to the Customer's account.

Company - Whenever used in this tariff, "Company" refers to Lightyear Network Solutions, LLC, unless otherwise specified or clearly indicated by the context.

Commission - The Public Utilities Commission of Ohio.

Credit Card - "Credit Card" means any card, plate, coupon book, or other single credit device that may be used from time to obtain credit.

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SECTION 1 - EXPLANATION OF TERMS AND ABBREVIATIONS, (CONT'D.)

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Customer Dialed Calling Card Call - A service whereby the End User dials all of the digits necessary to route and bill the call to a Calling Card.

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

Dedicated Access - Where access between the customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the end user.

IXC - means interexchange carrier or interexchange company which is a carrier or company authorized by the Commission to provide long distance communications services, but not local exchange services, within the State of Oklahoma.

LEC - Local Exchange Company.

Lightyear - Refers to Lightyear Network Solutions, LLC, the issuer of this tariff.

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

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

Network - Refers to the Company's facilities, equipment, and services provided under this tariff.

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SECTION 1 - EXPLANATION OF TERMS AND ABBREVIATIONS, (CONT'D.)

Off-net - The Customer is served by facilities <u>not</u> owned or leased by the Company.

On-net - The Customer is served by facilities owned or leased by the Company.

Personal Account Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's network which identifies the Prepaid Account from which charges for service shall be debited and which validates the caller's authorization to use the services provided.

Point of presence ("POP") - means the location where an IXC has transmission equipment in a service area that serves as, or relays calls to, the interexchange network.

Prepaid Account - An account which consists of a pre-paid usage balance depleted on a real time basis during each Prepaid Service Call.

Prepaid Card - A card issued by the Company which provides the Customer with a Personal Account Code and instructions for accessing the Carrier's network.

Prepaid Service - A service accessed via a "1-800" or other access code dialing sequence whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance on a Company-issued Prepaid Account.

Renewal - A method of replenishing a Prepaid Account's Available Usage Balance with additional minutes of use as authorized and paid for by the Customer.

Service(s) - Refers to all telecommunications services and other services related thereto provided by the Company to Customers or Users.

Subscriber - See Customer.

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SECTION 1 - EXPLANATION OF TERMS AND ABBREVIATIONS, (CONT'D.)

Telecommunications service - means service provided by the Company including voice, data, and all other types of communications services, under the Company's tariffs on file with the Public Utility Division of the Commission.

Term Commitment - A contract provision whereby the Customer commits to using the Company's service for a specified time in order to obtain lower rates for service.

Term Discount - Specified discounts the Company may provide a Customer who commits to using certain carrier services for a specified period of time.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

Underlying Carrier - means the provider of telecommunications services whose network is being utilized to transmit and receive the Customer's telecommunications traffic.

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.

Volume Discounts - Specified service offering by which the Carrier offers discounts based upon monthly usage or billing volume.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 General

Lightyear's services and facilities are furnished for intrastate communications originating at specified points within the state of Ohio under the terms of this tariff. Intrastate service is offered in conjunction with interstate service. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

Lightyear arranges for installation, operation, and maintenance of the communications service provided in this tariff for the Customer in accordance with the terms and conditions set forth under this tariff.

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

2.1.3 Terms and Conditions

- A. 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.
- B. Except as otherwise stated in the 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 thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- C. Service may be terminated upon written notice to the Customer if: a) the Customer is using the service in violation of this tariff; or b) the Customer is using the service in violation of the law.
- **D.** This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.
- E. 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.

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

2.1.3 Terms and Conditions, (cont'd.)

- F. 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 jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- G. The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.
- **H.** 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.

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

2.1.4 Liability of the Company

- A. The provisions of this section of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of laws by the Company.
- **B.** In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- C. Except as provided in Paragraphs (A) and (B) of this Rule, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services or private line, alphabetical directory listings (excluding the use of bold type), and all other services shall in no event exceed an amount equal to the pro rata charges to the Customer for the periods during which the services or facilities area affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect of any one service or facility affects or diminishes the value of any other service, said liability shall include such diminution, but in no event shall exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- **D.** The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.

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

2.1.4 Liability of the Company

- E. The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and, if practicable, at times that will cause the least inconvenience.
- F. 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.
- G. 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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2.1 Undertaking of the Company, (Cont'd.)

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

- **H.** The Company shall not be liable for any claims for loss or damages involving:
 - 1. Any act or omission of: (1) the Customer, (2) any other entity furnishing Service, equipment or facilities for use in conjunction with Services or facilities provided by the Company; or (3) common carriers or warehousemen;
 - 2. Any delay or failure of performance or equipment due to causes beyond the Company's 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 the Company's facilities and Services;
 - 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or Services; or by means of the combination of Company-provided facilities or Services with Customer-provided facilities or Services:

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

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

H. (continued)

- 5. Breach in the privacy or security of communications transmitted over the Company's facilities;
- 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's liability is limited as set forth in this tariff;
- 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 the Company's facilities;
- 9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

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

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

H. (continued)

- 10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
- 11. Any noncompletion of calls due to network busy conditions;
- 12. Any calls not actually attempted to be completed during any period that Service is unavailable.
- I. The Company shall be indemnified, defended and held harmless by the Customer or User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or Service provided by the Company.

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

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

- J. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the Service.
- K. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or Services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- L. Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- M. 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.

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

2.1.5 Notification of Service-Affecting Activities

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

2.1.6 Provision of Equipment and Facilities

- A. 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.
- **B.** 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.
- C. 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 the equipment is provided.

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

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

- **D.** Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- E. 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 through 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; or
 - 3. network control signaling where such signaling is performed by Customer-provided network control signaling 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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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 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.

2.1.9 Ownership of Facilities

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

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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 the Ohio P.U.C. regulations, policies, orders, and decisions.
- 2.2.3 The Company may block any signals being transmitted over its Network by Customers which 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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2.3 Responsibilities of the Customer

2.3.1 General

- A. The Customer is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by the Company or as required by law; and for assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to Services provided or made available by the Customer to Users. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- **B.** The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- C. If required for the provision of the Company's Services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- D. The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required by Company personnel to install, repair, maintain, program, inspect or remove equipment with the provision of the Company's Services.

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

2.3.1 General, (cont'd.)

E. The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or Services, that the signals emitted into the Company's Network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade Service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices.

If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written, terminate the Customer's Service.

- F. The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by the negligent or willful acts of the Customer, Users, or others, by improper use of the Services, or by use of equipment provided by the Customer, Users, or others.
- **G.** The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.

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

2.3.1 General, (cont'd.)

- **H.** The Customer is responsible for payment of all charges for Services and equipment provided under this tariff.
- I. The Customer is responsible for compliance with the applicable regulations set forth in this tariff.
- J. The Customer shall indemnify and save the Company harmless from all liability disclaimed by the Company as specified in this tariff, arising in connection with the provision of Service by the Company, and shall protect and defend the Company from any suits or claims against the Company and shall pay all expenses and satisfy all judgments rendered against the Company in connection herewith. The Company shall notify the Customer of any suit or claim against the Company of which it is aware.

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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 tariff 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 tariff 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 tariff 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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2.4 Customer Liability for Unauthorized Use of the Network

2.4.1 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's Services provided under this tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's Services provided under this tariff, or uses specific services that are not authorized.
- **B.** The following activities constitute fraudulent use:
 - 1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 - 2. Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this tariff to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 - 3. Toll free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
 - 4. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

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2.4 Customer Liability for Unauthorized Use of the Network, (Cont'd.)

2.4.1 Unauthorized Use of the Network, (cont'd.)

C. Customers are advised that use of telecommunications equipment and Services, including that provided under this tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll, PBX, and Centrex "clip-on" fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this tariff. Furthermore, Customers must notify the Company verbally or in writing of unauthorized use or charges appearing on the Customer's bill. All charges will be deemed correct and authorized if such notice is not received by the Company within thirty (30) days from the date of issuance of the Customer's bill.

2.4.2 Liability for Unauthorized Use

- **A.** Except as provided for elsewhere in this tariff, the Customer is responsible for payment of all charges for Services provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- **B.** The Customer is responsible for payment of all outbound call charges arising from calls placed to a Customer's 800 service number, whether or not such calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.

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2.4 Customer Liability for Unauthorized Use of the Network, (Cont'd.)

2.4.2 Liability for Unauthorized Use, (cont'd.)

- C. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages. The Company will take reasonable steps, upon verbal or written notification that fraud has occurred, or is believed to have occurred, to assist the customer in identifying the nature and/or source of the fraud, and in terminating the fraudulent use of the Customer's service. The Company will also assist the Customer in facilitating changes in phone numbers, and assist the Customer in identifying the perpetrator(s) of the fraud for purposes of purposes of pursuing civil remedies.
- **D.** The Customer is responsible for payment of any charges related to the suspension and/or termination of Service, and any charges for reconnection of Service, incurred as a result of unauthorized use of the Network.

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2.4 Customer Liability for Unauthorized Use of the Network, (Cont'd.)

2.4.3 Liability for Calling Card Fraud

- A. The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company Calling Card, provided that the unauthorized use occurs before the Company has been notified.
- **B.** The Customer must give the Company notice that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a verbal or written confirmation that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons.
- **C.** The limitations on liability in this subsection will not apply to pre-paid or debit cards.

2.4.4 Liability for Credit Card Fraud

The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Credit Card. The liability of the Customer for unauthorized use of the Network by Credit Card fraud may be limited by state or federal law, and the Customer shall seek indemnification from the organization or company issuing such card for unauthorized use thereof.

Issued: April 2, 2008 Effective: April 2, 2008

Issued by: Linda Hunt, Director of Legal & Regulatory Affairs

2.5 Customer Equipment and Channels

2.5.1 General

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

2.5.2 Station Equipment

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

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

2.5.3 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.5.2(A) 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.
- C. If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

Issued: April 2, 2008 Effective: April 2, 2008

Issued by: Linda Hunt, Director of Legal & Regulatory Affairs

2.6 Customer Deposits and Advance Payments

2.6.1 Deposits

- A. To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to the estimated charges for two (2) months for all regulated services plus 30 percent of the monthly estimated charge for a specified customer.
- **B.** Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for non-payment of charges occurs, the Company will comply with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.
- C. When a service or facility is discontinued, the amount of a deposit plus accrued interest, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option and in accordance with Section 2.6.1(E) below, return the deposit plus interest, if any, or credit it to the Customer's account. A transfer of service from one premises to another within the service area of the Company shall not be deemed a discontinuance within the meaning of Section 2.6.1 of this tariff.
- D. Deposits held will accrue interest annually at a rate of three (3) per cent. Interest will not accrue on a deposit held for less than one hundred and eighty (180) days. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer after disconnection or termination of service. Thereafter, an unclaimed deposit, plus accrued interest, shall be disposed of in conformity with Chapter 169 of the Revised Code.
- E. The Company will promptly return the deposit plus interest accrued to date, if any, at any time upon request, if the customer's credit has otherwise been established or reestablished in accordance with 4901:1-17, O.A.C.

Issued: April 2, 2008 Effective: April 2, 2008

Issued by: Linda Hunt, Director of Legal & Regulatory Affairs

2.6 Customer Deposits and Advance Payments, (Cont'd.)

2.6.2 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, 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 advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

Issued: April 2, 2008 Effective: April 2, 2008

Issued by: Linda Hunt, Director of Legal & Regulatory Affairs

2.7 Payment Arrangements

2.7.1 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

Any objection to billed charges should be promptly reported to the Company or billing agency. Adjustments to Customer's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate. If a Customer is not satisfied with the Company's response to an inquiry or request for credit, he or she may appeal to the Ohio Public Utilities Commission for final resolution.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand. The billing thereafter will include recurring charges and actual usage as defined in this Tariff.

A. Commercial Credit Card Payment Option

Customers may choose to pay monthly bills via certain commercial credit cards accepted by the Company. Credit card billed Customers will receive monthly call detail statements, which are separate from the credit card bills. If the Customer's credit card company rejects billing, the Company will make three attempts - two by telephone and one by mail - to contact the Customer for alternative payment arrangements. If alternative payment arrangements are not made in seven days, the Customer's long distance service will be discontinued in compliance with 4901:1-5-19 of the Ohio Administrative Code.

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2.7 Payment Arrangements, (Cont'd.)

2.7.2 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. Customer bills are issued monthly. The Customer will receive its bill on or about the same day of each month. The billing date is dependent on the billing cycle assigned to the Customer. Each bill contains monthly recurring charges and usage charges billed in arrears, and the last date for timely payment. The Company will prorate monthly recurring charges based on the actual number of days in the month.
- B. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of the Company or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check.
- C. Customer payments are considered prompt when received by the Company or its agent by the due date on the bill. The due date is thirty (30) days after the bill is rendered and is designated by the due date on the Customer's bill to timely pay the charges stated. The Company will credit payments within twenty-four (24) hours of receipt.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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Issued by: Linda Hunt, Director of Legal & Regulatory Affairs

2.7 Payment Arrangements, (Cont'd.)

2.7.2 Billing and Collection of Charges, (cont'd.)

E. Late Payment Charge

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, within thirty (30) days after the billing date, are subject to late payment penalty charges of 1.5% per month. The late payment charge will not be applied to previous late payment charges that have assessed against but not paid for, but will apply to the accumulated services for which the Customer is in arrears. Late payment charges will be applied without discrimination.

F. 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.

G. Return Check Charge

A return check charge of \$30.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this tariff and pursuant to Ohio law and Commission regulations. At the option of the Company, this charge may be waived because of extenuating circumstances (i.e. bank error).

H. Restoration of Service

If service is disconnected by the Company in accordance with Section 2.9 following and later restored, restoration of service will be subject to all applicable installation charges.

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2.7 Payment Arrangements, (Cont'd.)

2.7.3 Disputed Charges

Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. 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 should promptly notify the Company of any disputed items on an invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Public Utilities Commission of Ohio 180 East Broad Street Columbus, Ohio 43226-0573

Issued: April 2, 2008 Effective: April 2, 2008

Issued by: Linda Hunt, Director of Legal & Regulatory Affairs

2.7 Payment Arrangements, (Cont'd.)

2.7.4 Cancellation of Application for Service - Contract Services Only

- A. Where the Company permits the 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 the Customer cancels or terminates service prior to the expiration of the thencurrent term (if any), a cancellation fee equal to the average of the monthly fees per line for the three months preceding termination of this Agreement, multiplied by the number of months remaining in the term, will apply.
- 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, less net salvage, may apply. 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.** The special charges described above will be calculated and applied on a case-by-case basis.

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2.8 Refusal or Discontinuance of Service by the Company

- 2.8.1 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer travel cards when the Company deems it necessary to take such action to prevent unlawful use of its service. Lightyear will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new travel card codes to replace ones that have been deactivated.
- 2.8.2 The Company may refuse or discontinue service for non-compliance with and/or violation of any Federal, State or municipal law, ordinance or regulation pertaining to telephone service. Service may also be discontinued or refused, in accordance with 4901:1-5-19, O.A.C., for the following conditions:
 - **A.** With notice for non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations.
 - **B.** Without notice in the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
 - C. With notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
 - **D.** With notice when necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
 - E. Upon nonpayment of any amounts owing to the Company, the Company may, in accordance with Ohio Administrative Code Rule 4901:1-5-17, discontinue or suspend service without incurring any liability.

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2.9 Cancellation of Service by Customer

Customer may cancel service by providing verbal or written notice to the Company, provided such notice does not violate contractual obligations or tariff provisions.

2.9.1 Cancellation of Dedicated Circuits

Requests for termination of dedicated circuits must be made in writing to the Company no later than 30 days prior to the requested termination date. All outstanding charges must be paid in full prior to the requested termination date. Charges will continue to accrue up to and including the last day of the billing period that includes the requested date of termination. In the event the Customer has signed a term agreement, and requests termination of dedicated circuits prior to the expiration of the term of the contract, early termination penalties will apply as set forth in the Customer's contract for service.

Inclusion of early termination liability language by the company in its tariff or a contract does not constitute a determination by the Public Utilities Commission of Ohio (Commission) that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they have should a dispute arise.

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Issued by: Linda Hunt, Director of Legal & Regulatory Affairs

2.10 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.7.2.

2.10.1 Termination Liability

Unless otherwise specified, Customer's termination liability for cancellation of service prior to the expiration of the term contract shall be equal to:

- **A.** all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- **B.** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C. the per month average of the monthly billing (excluding taxes and fees) over the term of the contract from date of commencement to the date of termination, times the number of months remaining in the contract.

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Issued by: Linda Hunt, Director of Legal & Regulatory Affairs

2.11 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 to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

2.12 Interconnection

Service furnished by Lightyear may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with Lightyear service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.13 Tests, Pilots, Promotional Campaigns and Contests

The Carrier may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Carrier may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Carrier. From time to time the Company may waive all processing fees for a Customer. The Company shall notify the Commission, in writing, prior to the start of a promotion.

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2.14 Notices and Communications

- **2.14.1** The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- **2.14.2** 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.
- **2.14.3** 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.
- **2.14.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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Issued by: Linda Hunt, Director of Legal & Regulatory Affairs

2.15 Other Rules

2.15.1 Compliance with Regulatory Requirements

The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory rules and standards of the P.U.C.O.

2.15.2 Reservation of Toll Free (i.e. 800/888) Numbers

The Company will make every effort to reserve Toll Free vanity numbers for customers, but makes no guarantee or warranty that the requested number(s) will be available.

Issued: April 2, 2008 Effective: April 2, 2008

Issued by:

Linda Hunt, Director of Legal & Regulatory Affairs

DESCRIPTION OF SERVICE AND RATES

3.1 Directory Assistance

Directory Assistance is available to Customers of Lightyear. 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

\$0.65

Issued: April 2, 2008 Effective: April 2, 2008

Issued by: Linda Hunt, Director of Legal & Regulatory Affairs

DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.2 Operator Services

The Company offers operator assisted ("0+") calling for call handling or placement arrangements to its presubscribed customers only.

3.2.1 Operator Assisted Call Options

The following payment options are available to Lightyear's Customers:

- A Calling Card Calls This option enables a Customer to charge a call to a valid telephone company calling card.
- **B** Third Number Billing This option allows a call to be billed to a telephone number identified with a station other than the calling or called telephone number, provided that the third party number is not restricted from receiving such charges.

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Issued by: Linda Hunt, Director of Legal & Regulatory Affairs

DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.2 Operator Services, (Cont'd.)

3.2.2 Operator Service Calls - Rates and Charges

A. Per Minute Usage Rates

Service is provided to presubscribed customers only.

Per Minute Rate: \$0.3600

B. Per Call Service Charge:

The following per call service charge applies in addition to per minute usage rates (preceding).

	Per Call
Operator Station-to-Station	\$2.45
Operator Person-to-Person	\$3.50
Billed to 3 rd Party	\$2.30
LEC Calling Card	\$1.05
Operator Dialed Surcharge	\$0.85
Payphone Surcharge	\$0.30

Issued: April 2, 2008 Effective: April 2, 2008

Issued by: Linda Hunt, Director of Legal & Regulatory Affairs

1901 Eastpoint Parkway

Louisville, KY 40223

Lightyear Network Solutions, LLC

EXHIBIT C

SUMMARY OF CHANGES

All services have been removed from this replacement tariff, with the exception of Directory Assistance and Operator Services.

SECTION NUMBER	PAGES	SERVICE REMOVED
	REMOVED	
	3	Check Sheet
	4-7	Table Contents
	8	Concurring Carriers
	9	Tariff Format
	10	Symbols
	11	Application of Tariff
2 - Rules and Regulations	45 & 47	Taxes and Fees
3 - Description of Service and Rates	54	General; Timing of Calls
_	55	Time of Day Periods
	56	Dedicated W-Flex Intrastate Program
	57	Dedicated S-Flex Intrastate Program
	58 - 61	Lightyear Calling Card Service
	62 - 73	Roundtable Conference Services
	74	ISDN PRI and BRI Services
30	75	Switched Services Program
	76	Flex Plan Service
	77	Flex Plan Options
	78	Q-Flex Dedicated Plan Program
	79	E-Flex Switched Plan Service
	80	Driver Long Distance Plan
	81	Starter Long Distance Plan
	81.1	T-Flex Switched Intrastate Program
	81.2	Local PRI Intrastate Long Distance Plan
	81.3	Overdrive Dedicated Long Distance Plan
	81.4 - 81.11	Virtual VoIP Prepaid Calling Card Service

SECTION NUMBER	PAGES REMOVED	SERVICE REMOVED
5 - Grandfathered Services	85	Direct Dial 1+ Service
	86	Switched Toll Free Service
	87	Ultima Card
	88 & 89	Affinity Group Schedules
	90	Plan Services
	91	Combo Long Distance
	92	Dedicated Direct Dial 1+ Service
	93	Dedicated Toll Free Service
	94	Switched Elite Program
	95	Switched Maximizer Service
	96	Switched MRC Service
	97	Switched Saver Program
	98	Sprint Cornerstone SDP Service
	99	Switched Sprint SRC Service
	100	Xpress Service
	101	Cornerstone NDP Service
	102	Dedicated WP Service
	103	U Rate Service
	104	Dedicated Sprint SP Service
	105	Lightyear Switched Prime Program
	106 - 109	Lightyear Prepaid Calling Card Services
	109.1	Dedicated Elite Program
	109.2	Dedicated Saver Program
6 - Promotions and Contract Services	110	Special Promotions
		Discounts
		Individual Case Basis (ICB Arrangements
		Contracts

Lightyear Network Solutions, LLC

EXHIBIT D

EXPLANATION OF COMPLIANCE WITH RULE 4901:1-6-05(G)(3) REGARDING DISCLOSURE OF RATES, TERMS AND CONDITIONS FOR DETARIFFED SERVICES

Web Address, and Company physical address where Customers may obtain copies of the materials and publications in Compliances with Rules 4901:1-6-05(G)(4) and 4901:1-6-05(G)(3).

This tariff, P.U.C.O. Tariff No. 4 filed by Lightyear Network Solutions, LLC, cancels and replaces, in its entirety, the current tariff on file with the Commission, P.U.C.O. Tariff No. 1.

This tariff is being replaced in accordance with Ohio Case No. 06-1345-TP-ORD, dated September 26, 2007. Detariffed services are available at www.tariffs.net and may also be viewed at the Company's headquarters: 1901 Eastpoint Parkway, Louisville, Kentucky 40223.

Lightyear Network Solutions, LLC	Lightyear	Network	Solutions,	LLC
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EXHIBIT E

CUSTOMER NOTICE

Copy of the Customer Notice of detariffing and related changes (4901:1-06-16(B)) to include where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).

NAME ADD 1 ADD 2 CITY, ETC.

Re: Account No. xxx with Lightyear Network Solutions, LLC ("Lightyear")

Dear Lightyear Customer:

At the request of the Public Utilities Commission of Ohio ("PUCO"), Lightyear wants you to know that beginning on April 2, 2008, the prices, service descriptions, and the terms and conditions for long distance services that are being provided to you by Lightyear will no longer be on file at the "PUCO".

This modification <u>does not</u> automatically result in a change in the prices, terms, or conditions of those service to which you currently subscribe. <u>Lightyear must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and <u>discontinuance of existing services</u>. Additionally, you will be able to view the company's future service offerings on line at <u>www.lightyear.net</u>, or you can request a copy of this information by contacting Lightyear at Attention: Legal/Regulatory Department at 1901 Eastpoint Parkway, Louisville, Kentucky 40223, or by calling 800.805.8383.</u>

Since long distance service will no longer be on file with the Commission, this means that the agreement reached between a customer and Lightyear, instead of the document on file at the PUCO, will now control new service or changes in service. This agreement, whether it is verbal or written, will still be subject to consumer protections required and enforced by the PUCO.

For any new services or changes in service in the future, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call Lightyear at the toll free number 800.805.8383, Ext. 1019. You may also visit the consumer information page on the PUCO's website at www.puco.ohio.gov for further information.

Sincerely,

Lightyear Network Solutions, LLC

Lightyear Network Solutions, LLC

EXHIBIT F

CUSTOMER NOTICE AFFIDAVIT

CUSTOMER NOTICE AFFIDAVIT

STATE OF:

Kentucky

COUNTY OF:

Jefferson

AFFIDAVIT

I, Linda Hunt, Director of Legal & Regulatory Affairs, am an authorized agent of the applicant corporation, Lightyear Network Solutions, LLC, and am authorized to make this statement on its behalf.

I attest that the customer notices accompanying this affidavit were sent to affected customers via direct mail beginning on March 15, 2008, in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on the 17^{13} of March, 2008, in Louis	sville, Kentucky.
	Lunda Hunt
-	Linda Hunt, Director of Legal and Regulatory Affairs
	Lightyear Network Solutions, LLC
	3-17-2008
_	Date

Subscribed and sworn to before me this ______ of March, 2008.

Notary Public

My Commission Expires:

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

3/25/2008 3:43:07 PM

in

Case No(s). 08-0307-TP-ATA

Summary: Application Lightyear Network Solutions, LLC IXC Detariffing application electronically filed by Ms. Kathy Steinke on behalf of Lightyear Network Solutions, LLC