

*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 Matter of the Application of CenturyTel Fiber  
Company II, LLC. to Detariff Certain Tier 2 Services and  
make other changes related to the Implementation of Case No.  
06-1345-TP-ORD )

TRF Docket No. 90-6227-CT-TRF

Case No. \_\_\_ - \_\_\_ - **TP - ATA**

NOTE: Unless you have reserved a Case No. leave the "Case No."  
fields BLANK.

Name of Registrant(s) CenturyTel Fiber Company II, LLC.  
DBA(s) of Registrant(s) Lightcore, a CenturyTel Company  
Address of Registrant(s) 11111 Dorsett Road Maryland Heights, MO 63043  
Company Web Address CenturyTel.com  
Regulatory Contact Person(s) Dan Davis  
Regulatory Contact Person's Email Address dan.davis@lightcore.net  
Contact Person for Annual Report Pamela Rak  
Address (if different from above) \_\_\_\_\_  
Consumer Contact Information Pamela Rak  
Address (if different from above) \_\_\_\_\_

Phone 636-887-4788 Fax 636-887-4782

Phone 636-887-4785

Phone 636-887-4785

**Part I – Tariffs**

Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.

<u>Carrier Type</u>	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input type="checkbox"/> CTS
Business Tier 2 Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Residential & Business Toll Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Changes required by Rule (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Part II – Exhibits**

Note that the following exhibits are required for all filings using this form.

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	Exhibit C	Matrix or narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
<input checked="" type="checkbox"/>	Exhibit D	Explanation of how the Applicant intends to comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms, and conditions for detariffed services, including: <ul style="list-style-type: none"> <li>citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or</li> <li>copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).</li> </ul>
<input type="checkbox"/>	Exhibit E	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-16(B) , including where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).
<input type="checkbox"/>	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

**Part III. – Attestation**

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

**AFFIDAVIT**

***Compliance with Commission Rules and Service Standards***

I am an officer/agent of the applicant corporation, CenturyTel Fiber Company II, LLC, and am authorized to make this statement on its behalf.  
d/b/a LightCore, a CenturyTel Company

(Name)

I 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 (Date) December 18, 2008 at (Location) 11111 Dorsett Road, Maryland Heights, MO 63043

\*(Signature and Title)

*Vice President*

(Date) *12/18/08*

- 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, Daniel Davis

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.

\*(Signature and Title)

(Date) *12/18/08*

.....\*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***

REGULATIONS AND SCHEDULES OF INTRASTATE CHARGES  
GOVERNING THE PROVISION OF  
FACILITIES-BASED AND RESOLD INTEREXCHANGE  
TELECOMMUNICATIONS SERVICES  
WITHIN THE STATE OF OHIO

This tariff applies to the Intrastate Interexchange Telecommunications Services furnished by CenturyTel Fiber Company II, LLC d/b/a LightCore, a CenturyTel Company, between one or more points in the State of Ohio. This Tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected, during normal business hours, at the Company's principal place of business located at 14567 North Outer Forty Road, Chesterfield, Missouri 63017.

Business Tier 2 Services and Interexchange Services and Rates have been detariffed by the Public Utilities Commission and can now be found in the Company's Business Price List at [www.centurytel.com](http://www.centurytel.com)

Tariff No. 90-6227-CT-TRF

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ISSUED: May 19, 2005

EFFECTIVE: May 19, 2005

Filed under the authority of the Public Utilities Commission of Ohio  
In Case No. 05-530-TP-ACE

By: Dan Davis, Senior Vice President  
CenturyTel Fiber Company II, LLC d/b/a LightCore  
14567 North Outer Forty Road, Suite 500  
Chesterfield, MO 63017

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TARIFF FORMAT

1. Sheet Numbering – Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.A.
2. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff sheet in effect.
3. 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.
4. Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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SECTION 1 - EXPLANATION OF SYMBOLS

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

AT -	To signify added text.
C -	To signify correction.
CP -	To signify change in practice.
CR -	To signify change in rate.
CT -	To signify change in text.
DR -	To signify discontinued rate or regulation.
FC -	To signify change in format lettering or numbering.
MT -	To signify a move in the location of text.
NR -	To signify new rate or regulation.
RT -	To signify removal of text.

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## SECTION 2 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

### Advance Payment

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

### Access Services

The Company's interstate telephone services offered pursuant to this Tariff.

### Authorized User

A person, firm, or corporation which is authorized by the customer or joint user to be connected to the service of the customer or joint user, respectively.

### Commission

The Public Utilities Commission of Ohio.

### Company

The term "Company" denotes CenturyTel Fiber Company II, LLC d/b/a LightCore, a CenturyTel Company.

### Customer

The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations. DEFINITIONS (Cont'd)

### Dedicated or Private Line

A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

### End User or 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.

### Enhanced Services

Services offered over common carrier transmission facilities that employ computer processing applications that act on the format, content, code, protocol, or similar aspects of the Customer's transmitted information; and/or that provide Customer additional, different, or restructured information; and/or that is transmitted in packet format; and/or that offers the capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, making available, or interacting with information.

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**SECTION 2 – DEFINITIONS (Cont'd.)**

**ICB or Individual Case Basis**

A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

**LATA**

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

**Network**

Refers to the Company's facilities, equipment, and services provided under this Tariff.

**Network Service**

Intrastate communications service providing one-way and/or two-way information transmissions originating from points within the State of Ohio.

**Service Commencement Date**

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

**Service Order**

The written request for dedicated services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's local exchange dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

**Shared**

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

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SECTION 2 – DEFINITIONS (Cont'd.)

SONET or Synchronous Optical Network

A family of fiber-optic transmission rates from 51.84 Mbps to 13.22 Gbps. SONET is an optical interface standard that allows interworking of transmission products from multiple vendors.

User or End User

A Customer, joint user, or any other person authorized by a Customer to use service provided under this Tariff.

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SECTION 3 - APPLICATION OF TARIFF

- 3.1 This Tariff applies to intrastate private line service supplied to Customers.

This Tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State of Ohio.

- 3.2 Availability of Rules and Tariffs.

The Company shall maintain and make available for public inspection a copy of its tariff(s) free of charge.

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SECTION 4 - REGULATIONS

4.1 Undertaking of the Company

4.1.1 Scope

The Company undertakes to furnish dedicated and private line services in accordance with the terms and conditions set forth in this Tariff. Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.

4.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

4.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- B. Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. This Tariff shall be interpreted and governed by the laws of the State of Ohio, regardless of its choice of laws provision.

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, misrepresentations, or use of these services; or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in this Tariff.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- D. The Company shall not be liable for any claims for loss or damages involving:
1. Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment, or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
  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;
  5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

D. (Cont'd)

6. Changes in any of the facilities, operations, or procedures of the Company that render any equipment, facilities, or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities, or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company'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 Worker's 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;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
11. Any non-completion of calls due to network busy conditions;
12. Any calls not actually attempted to be completed during any period that service is unavailable;
13. Any non-completion of communications, including, but not limited to, any inability to send, receive, or access enhanced services, such as electronic mail, voice mail, Internet sites, and data or application services.

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- E. The Company shall be indemnified, defended, and held harmless by the Customer or end 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.
  
- F. 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.

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- G. The Company assumes no responsibility for the availability of 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 nonpreemptibility as may be provided by the other entities.
- H. Except as otherwise stated in this Tariff, 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.
- I. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- J. Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.5 Testing and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

4.1.6 Provision of Equipment and Facilities

- A. Except as otherwise indicated, Customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained, and operated as to work satisfactorily with the facilities of the Company.
- B. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of services under this Tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
  - 1. through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - 2. reception of signals by Customer-provided equipment; or
  - 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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SECTION 4 - REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.7 Special Construction

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

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

Special construction charges will be determined as described herein.

4.1.8 Ownership of Facilities

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

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SECTION 4 - REGULATIONS (Cont'd)

4.2 Prohibited Uses

- A. The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.
- B. The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offering complies with relevant laws and regulations, policies, orders, and decisions.
- C. The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- D. 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 Access 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.

4.3 Obligations of the Customer

4.3.1 Customer Premises Provisions

- A. The Customer shall provide the personnel, power, and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B. The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

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ISSUED: May 19, 2005

EFFECTIVE: May 19, 2005

Filed under the authority of the Public Utilities Commission of Ohio  
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CenturyTel Fiber Company II, LLC d/b/a LightCore  
14567 North Outer Forty Road, Suite 500  
Chesterfield, MO 63017

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SECTION 4 - REGULATIONS (Cont'd.)

4.3 Obligations of the Customer (Cont'd.)

4.3.2 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, invitees, 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 Subsection 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; (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party; and (3) 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 4 - REGULATIONS (Cont'd.)

4.4 Customer Equipment and Channels

4.4.1 Interconnection of Facilities

In order to protect the Company's facilities and personnel and the services furnished to other customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

4.4.2 Inspections

- A. The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- B. If the protective requirements in connections with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within ten (10) days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

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SECTION 4 - REGULATIONS (Cont'd.)

4.4 Customer Equipment and Channels (Cont'd.)

4.4.3 Station Equipment

- A. Customer-provided terminal equipment on the premises of the Customer or other authorized user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user.
- B. The Customer or other authorized user 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.

4.4.4 Interconnection Provisions

Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.

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SECTION 4 - REGULATIONS (Cont'd.)

4.5 Customer Deposits and Advance Payments

4.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount up to two months of estimated monthly usage charges.

In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

4.5.2 Deposits

- A. The Company shall comply with Rule 9 of the Commission's Rules and Regulations Governing Public Utility Service. The calculation and payment of interest on deposits shall be in accordance with the Commission's Final Order dated June 2, 2003, in Docket No. 2003-AD-161.
- B. An applicant may be required to pay a deposit if:
  - 1. The Company establishes that the subscriber has unsatisfactory credit rating, or has an insufficient prior credit history upon which a credit rating could be based; or
  - 2. The Customer has outstanding, with any utility, an undisputed and unpaid service account within the last five (5) years; or
  - 3. The Customer has, in an unauthorized or illegal manner, interfered with or used the service of a telephone company within the past five (5) years; or

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SECTION 4 - REGULATIONS (Cont'd.)

4.5 Customer Deposits and Advance Payments

4.5.2 Deposits (Cont'd)

4. The Customer during the last twelve (12) consecutive months was delinquent in the payment of a telecommunications service provider or CenturyTel Affiliated Company account on more than two (2) occasions, presented a dishonored check for payment of a telecommunications service or Cox Affiliated Company account or had service disconnected due to nonpayment of a telecommunications or Cox Affiliated Company service.
- C. The Company shall pay interest on cash deposits at no less than three (3) percent per annum pursuant to Ohio Administrative Code Rule 490:1-17-05.
- D. If a refund or credit of the deposit is made within one hundred eighty (180) days of receipt of the deposit, no interest payment shall be made.

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SECTION 4 - REGULATIONS (Cont'd.)

4.6 Payment Arrangements

4.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A. Taxes

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

4.6.2 Billing and Collection of Charges

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

- A. Non-recurring charges are due and payable within thirty (30) days after the date of the invoice.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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SECTION 4 - REGULATIONS (Cont'd.)

4.6 Payment Arrangements (Cont'd.)

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

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

E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a rate of 1.5 percent (1.5%) per month.

If any portion of the payment is being disputed, the undisputed portions of the bill must be paid by the payment due date, fourteen (14) days after mailing, to avoid assessment of a late payment charge on the undisputed amount as provided in this Tariff.

In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.

In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

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

G. If service is disconnected by the Company in accordance with Ohio Administrative Code Rule 4901:1-5-17 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

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SECTION 4 - REGULATIONS (Cont'd.)

4.6 Payment Arrangements (Cont'd.)

4.6.3 Billing Disputes

A. General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company, as soon as possible. Upon notification of a dispute, the Company shall undertake an investigation of the disputed charges pursuant to Ohio Administrative Code Rule 4901:1-5-05.

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SECTION 4 - REGULATIONS (Cont'd.)

4.6 Payment Arrangements (Cont'd.)

4.6.3 Billing Disputes (Cont'd)

B. Adjustments or Refunds to the Customer

1. In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
2. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
3. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
4. All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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SECTION 4 - REGULATIONS (Cont'd.)

4.6 Payment Arrangements (Cont'd.)

4.6.3 Billing Disputes (Cont'd)

C. Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer may take the following course of action.

1. First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
2. Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, Ohio 43215  
Phone: 1-800-686-7826 or (614) 466-3292  
or for TDD/TTY at 1-800-6861570 or (614) 466-8180  
[www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

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SECTION 4 - REGULATIONS (Cont'd.)

4.6 Payment Arrangements (Cont'd.)

4.6.4 Discontinuance of Service for Cause

- A. The Company will comply with the Commission's Minimum Telephone Service Standards regarding the discontinuance of service as set forth in Ohio Administrative Code Rule 4901:1-5-17.
- B. The Company will notify, or attempt to notify through any reasonable means, a Customer before service is refused or disconnected when any of the following conditions exist:
  - 1. A violation of or noncompliance with the Company's rules or tariffs on file with the Commission;
  - 2. A failure to comply with the municipal ordinances or other laws pertaining to telecommunications services; or
  - 3. A refusal by the Customer to permit the Company access to its facilities.
- C. The Company will notify or attempt to notify through any reasonable means, the Customer before service is disconnected when the Customer has committed a fraudulent practice as set forth as defined in its tariffs on file with the Commission.
- D. The Company will not disconnect the local or toll service of a Customer who pays the Company the total amount due (or an amount agreed upon between the Company and the Customer) on his/her account by the close of business on the disconnection date listed on the disconnection notice.

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SECTION 4 - REGULATIONS (Cont'd.)

4.6 Payment Arrangements (Cont'd.)

4.6.4 Discontinuance of Service for Cause (Cont'd)

E. No notice is required prior to disconnection when:

1. An emergency may threaten the health or safety of a person, or the local service provider's distribution system. If service is disconnected, the Company shall act promptly to restore service as soon as possible;
2. A Customer's use of telecommunications equipment adversely affects the Company's equipment, its service to others, or the safety of the Company's employees or subscribers; or
3. A subscriber tampers with facilities or equipment owned by the telecommunications provider.

F. Payment schedule and disconnection procedures for nonpayment:

1. A Customer's bill shall not be due earlier than fourteen (14) days from the date of the postmark on the bill. If the bill is not paid by the due date, it then becomes past due.
2. The Company shall not disconnect the service: sooner than fourteen (14) days after the due date of the bill; and without sending a written notice of disconnection, postmarked at least seven (7) days prior to the date of disconnection of service.
3. The Company may disconnect service during its normal business hours; however, no disconnection for past due bills may be made after 12:00 P.M. on the day preceding a day that all services necessary for reconnection are not available.

G. A notice of disconnection for nonpayment shall include the requirements as set forth in O.A.C. 4901:1-5-17(L).

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SECTION 4 - REGULATIONS (Cont'd.)

4.7 Back Billing

Company shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered in accordance with the Commission.

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SECTION 4 - REGULATIONS (Cont'd.)

4.8 Allowances for Interruptions in Service

4.8.1 General

- A. The Company shall provide the Customer a credit allowance in accordance with Ohio Administrative Code Section 4901:1-5-16. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

4.8.2 Limitations of Allowances

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

- A. Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including, but not limited to, the Customer or other common carriers connected to the service of the Company;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the control of the Company;

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SECTION 4 - REGULATIONS (Cont'd.)

4.8 Allowances for Interruptions in Service (Cont'd)

4.8.2 Limitations of Allowances (Cont'd)

- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. During any period in which the Customer continues to use the service on an impaired basis;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

4.8.3 Use of Another Means of Communications

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

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SECTION 4 - REGULATIONS (Cont'd.)

4.8 Allowances for Interruptions in Service (Cont'd)

4.8.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions in service of fifteen (15) minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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SECTION 4 - REGULATIONS (Cont'd.)

4.8 Allowances for Interruptions in Service (Cont'd)

4.8.4 Application of Credits for Interruptions in Service (Cont'd)

- D. Interruptions of 24 to 48 hours, the Company will credit the Customer's bill for at least the pro rata portion of the monthly charge(s) for all regulated local services rendered inoperative during the interruption.
- E. Interruptions over 48 hours and less than 72 hours, Customers will be given credit of at least 1/3 of one month's charges for any regulated services rendered inoperative.
- G. Interruptions over 72 hours but less than 96 hours, Customers will be given credit of at least 2/3 of one month's charges for any regulated services rendered inoperative.
- H. Interruptions over 96 hours, Customers will be given credit of at least one month's charges for any regulated services rendered inoperative.

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SECTION 4 - REGULATIONS (Cont'd.)

4.8 Allowances for Interruptions in Service (Cont'd)

4.8.5 Cancellation For Service Interruption

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

4.8.6 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, Customer agrees 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 this Tariff.

4.8.7 Termination Liability

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

1. all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
3. all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation.

Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the 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 may have should a dispute arise.

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SECTION 4 - REGULATIONS (Cont'd.)

4.9 Customer Liability for Unauthorized Use of the Network

4.9.1 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 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. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- 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 and PBX 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.

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SECTION 4 - REGULATIONS (Cont'd.)

4.9 Customer Liability for Unauthorized Use of the Network

4.9.2 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 furnished to the Customer or User. 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 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 charges.
- C. 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 5 – SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS

5.1 Description of Service

The Company's services are provided over a point-to-point service configuration. This private line service permits the Customer to utilize a portion of the Company's bandwidth in increments described below. The Company's service is offered only where facilities permit. These services will be offered initially on an ICB. Individual contracts will be filed with the Commission.

- A. DS-0 – Digital Service, level 0. It is 64 kbps, the standard speed for digitizing voice frequency transmission.
- B. DS-1 – Digital Service, level 1, is a channel for the transmission of 1.544 Mbps.
- C. DS-3 – Digital Service, level 3, is a channel for the transmission of 44.736 Mbps.
- D. OC-3 – Optical Carrier, level 3, is a SONET optical channel of 155.52 Mbps.
- E. OC-12 – Optical Carrier, level 12, is a SONET optical channel of 622.08 Mbps.
- F. OC-48 – Optical Carrier, level 48, is a SONET optical channel of 2.4 Gbps.
- G. OC-192 (NOC) – Optical Carrier, level 192, is a SONET optical channel of 9.953 Gbps.

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ISSUED: May 19, 2005

EFFECTIVE: May 19, 2005

Filed under the authority of the Public Utilities Commission of Ohio  
In Case No. 05-530-TP-ACE

By: Dan Davis, Senior Vice President  
CenturyTel Fiber Company II, LLC d/b/a LightCore  
14567 North Outer Forty Road, Suite 500  
Chesterfield, MO 63017



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SECTION 5 – SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd)

5.2 Distance-Based Charges

Where a rate element is based upon distance, the rate computation is based upon the airline distance between the originating and terminating points of the service, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal coordinates for each exchange and the airline distance between them will be determined according to the V&H Coordinate table as used on an industry-wide basis and incorporated herein by reference.

5.3 Specialized Pricing Arrangements – Individual Case Basis ("ICB")

- A. In lieu of the rates otherwise set forth in this Tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Company's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, and specialized rates or charges will be made available to similarly situated customers on a nondiscriminatory basis. All such services will be subject to the terms and conditions of service identified in this Tariff. Individual contracts will be filed with the Commission.
- B. In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Company or directly by the local exchange company, at the Company's option.

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SECTION 5 – SERVICE DESCRIPTIONS AND TECHNICAL SPECIFICATIONS (Cont'd)

5.4 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously subscribed to by the Customer. Such promotional service offerings will be filed with the Commission for approval, subject to the requirements of applicable law.

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## SECTION 6 - RATES AND CHARGES

### 6.1 General Regulations

- 6.1.1 Except as specifically indicated, the rates set forth in this section are for private line services where the originating and terminating points are on Company's existing network. In all other situations, special construction charges may apply in order to connect locations to Company's network.
- 6.1.2 Services may be provided using one, or a combination of rate elements as outlined in this Tariff.
- 6.1.3 Unless otherwise indicated, rates apply uniformly in all areas served by Company.
- 6.1.4 Services for which a rate of "NOC" is listed are not offered currently.

### 6.2 Charges for Changes to Pending Orders, Service Rearrangements and Expedite Charges

From time to time, customers may request changes to pending orders, rearrangements to existing service, and order completion to standard intervals. In these cases, the Customer will be required to reimburse Company for the increased expenses incurred on an ICB.

### 6.3 Types of Rates and Charges

There are two types of rates and charges. These are recurring rates and nonrecurring rates. The rates and charges are described below.

#### 6.3.1 Monthly-Recurring Rates

Monthly-Recurring rates are flat recurring rates that apply each month or fraction thereof that a private line service is provided. For billing purposes, each month is considered to have 30 days.

#### 6.3.2 Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for private line service are: installation of services, installation of optional features and functions, and service rearrangements.

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SECTION 6 - RATES AND CHARGES (Cont'd)

6.4 Special Construction

6.4.1 Basis for Rates and Charges

Rates and charges for special construction will be based on the costs incurred by the Company and may include: (1) nonrecurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

6.4.2 Basis for Cost Computation

The costs referred to in Section 6.4.1 may include one or more of the following items to the extent that they are applicable:

- A. cost installed of the facilities to be provided, including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
  - 1. equipment and materials provided or used,
  - 2. engineering, labor and supervision,
  - 3. transportation, and
  - 4. rights-of-way;
- B. cost of maintenance;
- C. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E. license preparation, processing and related fees;
- F. tariff preparation, processing and related fees;
- G. any other identifiable costs related to the facilities provided; or
- H. an amount for return and contingencies.

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ISSUED: May 19, 2005

EFFECTIVE: May 19, 2005

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**SECTION 6 - RATES AND CHARGES (Cont'd)**

**6.5     Point-to-Point Services**

<b>DS-3</b>	<b>OC-3</b>	<b>OC-3c</b>	<b>OC-12</b>	<b>OC-12c</b>	<b>OC-48</b>	<b>OC-192</b>
<b>One Year Term of Services</b>						
\$0.0288	\$0.0217	\$0.0250	\$0.0157	\$0.0203	\$0.0200	ICB
<b>Three Year Term of Services</b>						
\$0.0194	\$0.0146	\$0.0168	\$0.0109	\$0.0200	\$0.0195	ICB
<b>Five Year Term of Services</b>						
\$0.0167	\$0.0125	\$0.0144	\$0.0094	\$0.0122	\$0.0120	ICB

<b>Non-Recurring Cost Per Service</b>					
	<b>DS-3</b>	<b>OC-3</b>	<b>OC-12</b>	<b>OC-12c</b>	<b>OC-48</b>
1 Year	\$1,000	\$2,000	\$4,000	\$4,000	\$4,000
3 Year	\$500	\$1,000	\$3,000	\$3,000	\$3,000
5 Year	—	—	—	—	—

Conditions for service:

- (1) All Services must be a 150 mile minimum circuit length.
- (2) Prices are presented on a dollars per DSO mile based on V&H coordinates. This pricing is for On-Net services only. All Off-Net local access services are provided based on the cost to Supplier.
- (3) The above prices are for On-Net POP to POP Services only. Pricing for On-Net local loop and On-Net metro Services are all ICB.

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14567 North Outer Forty Road, Suite 500  
Chesterfield, MO 63017



## REGULATIONS AND SCHEDULES WITHIN THE STATE OF OHIO

This tariff applies to the Services furnished by CenturyTel Fiber Company II, LLC d/b/a LightCore, a CenturyTel Company, between one or more points in the State of Ohio. This Tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected, during normal business hours, at the Company's principal place of business located at 11111 Dorsett Road Maryland Heights, MO 63043

Business Tier 2 Services and Interexchange Services and Rates have been detariffed by the Public Utilities Commission and can now be found in the Company's Business Price List at [www.centurytel.com](http://www.centurytel.com)

### Customer Rights and Responsibilities

Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5)(MTSS). These safeguards can be found in the Appendix to Ohio Adm. Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities." These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

Tariff No. 90-6227-CT-TRF

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ISSUED: December 15, 2008

EFFECTIVE: December 15, 2008

By: Dan Davis, Vice President  
CenturyTel Fiber Company II, LLC d/b/a LightCore  
11111 Dorsett Road Maryland Heights, MO 63043

SECTION 1 – BAD CHECK CHARGE:

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

SECTION 2 – SERVICE DESCRIPTIONS

5.1 Description of Service

The Company's services are provided over a point-to-point service configuration. This private line service permits the Customer to utilize a portion of the Company's bandwidth in increments described on the detariffed Business Price list at [www.centurytel.com](http://www.centurytel.com). The Company's service is offered only where facilities permit.

ISSUED: December 17, 2008

EFFECTIVE: December 17, 2008

By: Dan Davis, Vice President  
CenturyTel Fiber Company II, LLC d/b/a LightCore  
11111 Dorsett Road Maryland Heights, MO 63043



#### EXHIBIT C

Because CenturyTel Fiber Company II, LLC (“Lightcore”) was only tariffed to provide point-to-point intrastate service, the only required tariff provision that the company needs to leave in the tariff is the Bad Check Charge. Therefore, all other sections, including terms and conditions, were removed from the tariff and placed in our price list on the corporate web site.

#### EXHIBIT D

Lightcore is removing all provisions except the Bad Check Charge from it’s tariff and will move all other provisions to the Centurytel.com website.

#### EXHIBIT E

Lightcore is not currently serving customers in Ohio, therefore a customer notice is not applicable.

#### EXHIBIT F

N/A

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**12/22/2008 8:35:40 AM**

**in**

**Case No(s). 90-6227-CT-TRF, 08-1314-TP-ATA**

Summary: Tariff Detariffing application. electronically filed by Mrs. Vickie Norris on behalf of CenturyTel Fiber Company II, LLC