



May 9, 2011
Via Electronic Delivery

Ms. Renee Jenkins, Commission Secretary
Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street, 13th Floor
Columbus, Ohio 43215-3793

**RE: Lightyear Network Solutions LLC
Tariff Docket No. 90-9040-TP-TRF
CLEC Detariffing of P.U.C.O. Tariff No. 5 in Case No. 10-1010-TP-ORD**

Dear Ms. Jenkins:

Enclosed for filing please find the Telecommunications Retail Service Offering Form for Non-BLES Carriers and the Telecommunications Application Form for Detariffing and Related Actions per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD filed on behalf of Lightyear Network Solutions LLC.

The Company respectfully requests an effective date of May 10, 2011.

Any questions regarding this filing may be directed to my attention at (407) 740-3004 or via email to Rnorton@tminc.com.

Sincerely,

634 Robin Norton
Consultant to Lightyear Network Solutions LLC

RN/lm

cc: Linda Hunt, Lightyear Network Solutions LLC (cover letter only)
file: LYNS - OH
tms: OHL1102

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM

For Non-BLES Carriers

**Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD
(Effective: 01/20/2011)**

Company Name Lightyear Network Solutions, LLC

Company Address 1901 Eastpoint Parkway Louisville, KY 40223

Company Web Address www.lightyear.net

Regulatory Contact Person Linda Hunt Phone 502.410.1531 Fax 502.515.4138

Regulatory Contact Person's Email Address linda.hunt@lightyear.net

Contact Person for Annual Report Linda Hunt Phone 502.410.1531 Fax 502.515.4138

Consumer Contact Information Linda Hunt Phone 502.410.1531 Fax 502.515.4138

TRF Docket No. 90-9040-TP-TRF

I. Company Type (Check all applicable):

☒ Non-BLES CLEC ☐ IXC ☐ Other (explain) _____

II. Services offered (Check all applicable):

☐ Toll services (intrastate)

☒ Local Exchange Service (i.e., residential or business bundles)

☐ Other (explain) _____

III. Tariffed Provisions/Services (To the extent offered, check all applicable and attach tariff pages):

☐ Toll Presubscription

☐ Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)*

☐ N-1-1 Service

☐ Pole Attachment and Conduit Occupancy

☐ Pay Telephone Access Lines

☐ Inmate Operator Service

☐ Telephone Relay Service

*Access service tariffs shall be maintained separately and are subject to the Commission's carrier-to-carrier rules found in Chapter 4901:1-7, Ohio Administrative Code.

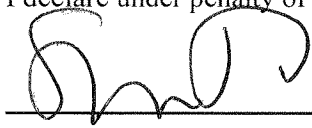
Part IV. – Attestation

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

I am an officer/agent of the carrier/telephone company, Robin Norton, Consultant to Lightyear Network Solutions, LLC, and am authorized to make statements on its behalf.

I understand that Telephone companies have certain responsibilities to its customers under the Telecommunications Rules (Ohio Adm. Code 4901:1-6). These responsibilities include: warm line service; not committing unfair or deceptive acts and practices; truth in billing requirements; and slamming and preferred carrier freeze requirements. We will comply with the rules of the state of Ohio and understand that non-compliance 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.



(Signature and Title) FOR ROBIN NORTON, CONSULTANT

May 9, 2011

(Date)

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for
DETARIFFING AND RELATED ACTIONS

Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD
(Effective: 01/20/2011 through 05/20/2011)

In the Matter of the Application of)

Lightyear Network Solutions, LLC)

to Detariff Services and make other changes related to the
Implementation of Case No. 10-1010-TP-ORD)

TRF Docket No. 90-9040-TP-TRF

Case No. 11-2920-TP-ATA

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

Name of Registrant(s) Lightyear Network Solutions, LLC

DBA(s) of Registrant(s) _____

Address of Registrant(s) 1901 Eastpoint Parkway Louisville, KY 40223

Company Web Address www.lightyear.net

Regulatory Contact Person(s) Linda Hunt, Director of Legal and Regulatory Affairs Phone: 502.410.1531 Fax: 502.515.4138

Regulatory Contact Person's Email Address linda.hunt@lightyear.net

Contact Person for Annual Report Linda Hunt, Director of Legal and Regulatory Affairs Phone: 502.410.1531

Address (if different from above) _____

Consumer Contact Information Linda Hunt, Director of Legal and Regulatory Affairs Phone: 502.410.1531

Address (if different from above) _____

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.

Carrier Type	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input type="checkbox"/> CTS
Tariff for Basic Local Exchange Service (BLES) and/or other services required to be tarified pursuant to 4901:1-6-11(A); detariffing of all other services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other changes required by Chapter 4901:1-6 (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input checked="" 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	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	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-07
<input checked="" type="checkbox"/>	Exhibit E	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

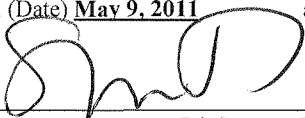
Compliance with Commission Rules

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

I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, 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) **May 9, 2011** at (Location) **Maitland, FL 32751**



Robin Norton, Consultant to Lightyear Network Solutions, LLC

May 9, 2011

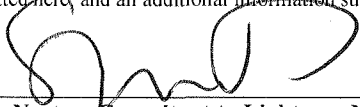
(Date)

- *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, Consultant to Lightyear Network Solutions, LLC**

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 to Lightyear Network Solutions, LLC

May 9, 2011

(Date)

**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

EXHIBIT A

Existing Affected Tariff Pages

Posted: August 8, 2008

This tariff, P.U.C.O. Tariff No. 5 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. 2.

LIGHTYEAR NETWORK SOLUTIONS, LLC

INTRASTATE COMMUNICATIONS SERVICE

Regulations and Schedule of Intrastate Charges
Applying to Local Exchange and Interexchange
Telecommunications Services Within the State of Ohio

90-9040-TP-TRF

This Tariff describes the Company's Regulated Local Service Tier 1 Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). The Company provides certain Tier 2, regulated services which are not required in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901:1-06-05(g)).

The Customer may view the Detariffed / Nonregulated Services not included in this tariff on the Company's website at www.lightyear.net and may also be viewed at the Company's headquarters: 1901 Eastpoint Parkway, Louisville, Kentucky 40223.

Issued: April 2, 2008

Effective: April 2, 2008

Issued by: Linda Hunt, Director of Legal & Regulatory Affairs
1901 Eastpoint Parkway
Louisville, KY 40223

OHL0802

Posted: April 2, 2008

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

* - indicates those pages included with this filing

Issued: August 12, 2008

Effective: August 12, 2008

Issued by: Linda Hunt, Director of Legal & Regulatory Affairs
1901 Eastpoint Parkway
Louisville, KY 40223

OHL0805

Posted: April 2, 2008

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Louisville, KY 40223

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**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.

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APPLICATION OF TARIFF

This tariff filed by the Company describes the Regulated Local Service Tier 1 Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). Services will be provided in compliance with Minimum Telephone Services Standards. The Company provides certain Tier 2, regulated services which are not required in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901:1-06-05(g)).

The Customer may view the Detariffed / Nonregulated Services not included in this tariff on the Company's website at www.lightyear.net may also be viewed at the Company's headquarters: 1901 Eastpoint Parkway, Louisville, Kentucky 40223.

Customers rights, responsibilities and safeguards can be found in the Ohio Administrative Code Appendix (Rule 4901:1-5-03).

The applicable requirements of the Ohio Administrative Code and the Ohio Revised Code apply to the operations of the Company. The Company will comply with the Commission's policies and requirements for persons with communications disabilities and privacy and number disclosure requirements covered in subject cases. Any changes in terms or conditions of this tariff and/or operations of the Company will generate an obligation of the Company to provide notice of such changes in accordance with the Commission's Rules.

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, 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.

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1901 Eastpoint Parkway
Louisville, KY 40223

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SECTION 1 - DEFINITIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

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

Authorized User - A person, firm, corporation or other entity who is authorized by the Customer to be connected to the service of the Customer under the terms and regulations of this tariff.

Business Service - A switched network service that provides for dial station communications that is described as a business or commercial rate.

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 - 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 time to obtain credit.

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

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

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

ICB - Individual Case Basis.

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.

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1901 Eastpoint Parkway
Louisville, KY 40223

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SECTION 1 - DEFINITIONS, CONT'D.

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

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

Minimum Point of Presence ("MPOP") - The main telephone closet in the Customer's building.

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

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

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

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

P.U.C.O. - Public Utility Commission of Ohio

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

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

Service Order - The written request for Network 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.

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

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

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

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Issued by: Linda Hunt, Director of Legal & Regulatory Affairs
1901 Eastpoint Parkway
Louisville, KY 40223

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SECTION 2 - REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Ohio. The Company will provides service twenty-four (24) hours per day, seven days per week.

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

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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Issued by: Linda Hunt, Director of Legal & Regulatory Affairs
1901 Eastpoint Parkway
Louisville, KY 40223

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SECTION 2 - 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. All contracts will be filed with and approved by the PUCO.
- (B) 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 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. All contracts will be filed with and approved by the PUCO.
- (C) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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Effective: April 2, 2008

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1901 Eastpoint Parkway
Louisville, KY 40223

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SECTION 2 - REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.3 Terms and Conditions, cont'd.

- (D) This tariff shall be interpreted and governed by the laws of the State of Ohio regardless of its choice of laws provision.
- (E) Telephone companies other than Lightyear must not interfere with the right of any person or entity to obtain service directly from Lightyear. 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.
- (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 join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

Issued: April 2, 2008

Effective: April 2, 2008

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1901 Eastpoint Parkway
Louisville, KY 40223

OHL0802

Posted: April 2, 2008

SECTION 2 - REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.4 Liability of the Company

- (A) The liability of the Company for its willful misconduct or gross negligence which is the sole legal cause of damage or injury is not limited by this tariff. Except as provided in the Minimum Telephone Service Standards (MTSS), with respect to any other claim or suit, by a Customer or by any others, for damages associated with acts or omissions involving initiation, installation, provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, the Company's liability, if any, is limited to the lesser of \$500 or the actual damages or injury sustained, which in the event of any failure of service shall be deemed to be 1/30 of the monthly charge for service affected for each 24-hour period during which such failure of service occurs and is reported to or known by the Company. In addition, Customer credits for interrupted service will be issued, where applicable, in accordance with the provisions of Section 2.7.
- (B) Except as provided in the MTSS, the Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

Issued: April 2, 2008

Effective: April 2, 2008

Issued by: Linda Hunt, Director of Legal & Regulatory Affairs
1901 Eastpoint Parkway
Louisville, KY 40223

OHL0802

Posted: April 2, 2008

SECTION 2 - REGULATIONS, CONT'D.**2.1 Undertaking of the Company, Cont'd.****2.1.4 Liability of the Company, cont'd.**

- (C) In no event will Company be responsible for consequential damages or lost profits suffered by Customer on account of interrupted or unsatisfactory service unless Company is found to have been willfully negligent.
- (D) Except as provided in the MTSS, the Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- (E) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- (F) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(F) as a condition precedent to such installations.

Issued: April 2, 2008

Effective: April 2, 2008

Issued by: Linda Hunt, Director of Legal & Regulatory Affairs
1901 Eastpoint Parkway
Louisville, KY 40223

OHL0802

Posted: April 2, 2008

SECTION 2 - REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.4 Liability of the Company, cont'd.

- (G) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- (H) With respect to any service or facility provided by the Company, Customers 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 the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; and
 - 2. claims, loss or damage for libel, slander, invasion of privacy, infringement of copyright or unauthorized use of any trade mark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Customer over the Company's facilities; and
 - 3. claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the Customer; and
 - 4. all other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.

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SECTION 2 - REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.4 Liability of the Company, cont'd.

- (I) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- (J) **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.**
- (K) 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 2 - 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.

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SECTION 2 - REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.6 Provision of Equipment and Facilities

- (A) As required by the MTSS, the Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. Except as required by the MTSS, the Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- (B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- (D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.

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SECTION 2 - REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.6 Provision of Equipment and Facilities, cont'd.

- (E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- (F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - 1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2. the reception of signals by Customer-provided equipment.

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SECTION 2 - REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.7 Non-Routine Installation

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

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SECTION 2 - REGULATIONS, CONT'D.**2.1 Undertaking of the Company, Cont'd.****2.1.8 Special Construction**

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

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

2.1.9 Ownership of Facilities

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

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SECTION 2 - REGULATIONS, CONT'D.

2.2 Prohibited Uses

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may 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.
- 2.2.3** A Customer 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 nonrecurring installation charges as stated in this tariff will apply.

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SECTION 2 - REGULATIONS, CONT'D.

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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SECTION 2 - REGULATIONS, CONT'D.

2.3 Obligations of the Customer, Cont'd.

2.3.1 General, cont'd.

- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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SECTION 2 - REGULATIONS, CONT'D.

2.3 Obligations of the Customer, Cont'd.

2.3.1 General, cont'd.

- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

2.3.2 Responsibility for Calls Made on Customer's Equipment

With regard to section 2.3.1(A), the Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.

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SECTION 2 - REGULATIONS, CONT'D.

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. 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.

2.4.2 Station Equipment

- (A) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- (B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to 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.

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SECTION 2 - REGULATIONS, CONT'D.

2.4 Customer Equipment and Channels, Cont'd.

2.4.3 Interconnection of Facilities

- (A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (B) Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- (C) Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- (D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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SECTION 2 - REGULATIONS, CONT'D.

2.4 Customer Equipment and Channels, Cont'd.

2.4.4 Inspections

- (A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons. All Charges due by the Customer are payable to the Company or to the Company's authorized billing agent.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd.

2.5.2 Billing and Collection of Charges

- (A) Non-recurring charges are due and payable from the customer within twenty (20) days after the invoice date, unless otherwise agreed to in advance. The Customer has the option to pay non-recurring charges over three billing periods.
- (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 twenty (20) days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- (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 based on the actual number of days in that month.
- (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 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd.

2.5.2 Billing and Collection of Charges, cont'd.

- (E) If any undisputed 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 that are not immediately available, 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 the lesser of the highest percentage allowable by the Public Utility Commission of Ohio or a late factor of 1.0% per month. The late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. A late payment fee will not be assessed sooner than 19 days after the postmark on the customer's bill.
- (F) The Customer will be assessed a charge of thirty dollars (\$30.00) for each check submitted by the Customer to the Company that a financial institution refused to honor. The Company may waive the bad check charge under appropriate circumstances, i.e. bank errors.
- (G) Any objections to billed charges should be reported to the Company or its billing agent promptly. Adjustments to the Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- (H) If service is disconnected by the Company in accordance with sections 2.5.7 and 2.6 following and later restored, restoration of service will be subject to all applicable installation charges.
- (I) 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, cashier's check, credit card, or Money Gram.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd.

2.5.2 Billing and Collection of Charges, cont'd.

- (J) 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:

Service Monitoring and Enforcement Department
Public Utility Commission of Ohio
180 East Broad Street, Tenth Floor
Columbus, Ohio 43215-3793
Toll Free Telephone: 800-686-7826
TTY Toll Free Telephone: 800-686-1570

From 8:00 AM to 5:00 PM (EST) weekdays or at www.PUCO.ohio.gov

Residential Customers may also contact the Ohio Consumers' Counsel
for assistance with complaints and utility issues at:

Toll Free Telephone: 877-742-5622

From 8:00 AM to 5:00 PM (EST) weekdays or at www.pickocc.org

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SECTION 2 - REGULATIONS, CONT'D.**2.5 Payment Arrangements, Cont'd.****2.5.3 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 two attempts - one 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 local exchange service is discontinued, in accordance with the MTSS.

2.5.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. 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.

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SECTION 2 - REGULATIONS, CONT'D.**2.5 Payment Arrangements, Cont'd.****2.5.5 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 month tariffed service plus thirty percent (30%) of the monthly estimated charges.
- (B) 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 2.5.6. (D) 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 2.5.6 of this tariff.
- (C) 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.
- (D) 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.
- (E) Records of deposits will be maintained in accordance with 4901:1-17.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd.

2.5.6 Discontinuance of Service

The discontinuance of service due to non-payment will comply with the rules set forth in the Minimum Telephone Service Standards as codified chapter 4901:1-5 of the Ohio Administrative Code (OAC).

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd.

2.5.7 Cancellation of Application for Service

- (A) Applications for service cannot be canceled without notice to the Company. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced unless required.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- (D) The special charges described in 2.5.6(B) and 2.5.6(C) will be calculated and applied on a case-by-case basis.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd.

2.5.8 Changes in Service Requested

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

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SECTION 2 - REGULATIONS, CONT'D.

2.6 Disconnection of Service

Denial or discontinuance of local service will comply with the rules set forth in the Minimum Telephone Service Standards as codified chapter 4901:1-5 of the Ohio Administrative Code (OAC).

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SECTION 2 - REGULATIONS, CONT'D.

2.6 Disconnection of Service, Cont'd.

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SECTION 2 - REGULATIONS, CONT'D.

2.7 Allowances for Interruptions in Service

Allowances for the interruption in service will comply with the rules set forth in the Minimum Telephone Service Standards as codified chapter 4901:1-5 of the Ohio Administrative Code (OAC).

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2.7 Allowances for Interruptions in Service, Cont'd.

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2.7 Allowances for Interruptions in Service, Cont'd.

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2.7 Allowances for Interruptions in Service, Cont'd.

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SECTION 2 - REGULATIONS, CONT'D.

2.8 Use of Customer's Service by Others

2.8.1 Resale and Sharing

Services provided in this tariff may not be resold or shared without the express written consent of the Company.

2.8.2 Joint Use Arrangements

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

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SECTION 2 - REGULATIONS, CONT'D.**2.9 Cancellation of Service/Termination Liability (Contract Services)**

If a Customer cancels a Service Order or terminates services before the completion of a contract term for any reason whatsoever other than a service interruption (as defined in Section 2.7.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.3.

Inclusion of early termination liability by the Company in its tariff or contract does not constitute a determination by the PUCO that the termination liability imposed by the Company is approved or sanctioned by the PUCO. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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

- (A) all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- (C) all recurring charges applicable for the balance of the current term.

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SECTION 2 - REGULATIONS, CONT'D.

2.10 Transfers and Assignments

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

- (A) to any subsidiary, parent company or affiliate of the Company; or
- (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.

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SECTION 2 - REGULATIONS, CONT'D.

2.11 Notices and Communications

- (A) 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 the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- (B) 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.
- (C) 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.
- (D) The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 2 - REGULATIONS, CONT'D.

2.12 Traditional Operator Services Rules

(A) The Company will enforce the following traditional operator service rules.

A provider of traditional intrastate operator assisted communications services must:

- (1) identify itself at the time the end-user accesses its services;
- (2) upon request, quote all rates and charges for its services to the end-user accessing its system;
- (3) arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available to the public or transient end-users:
 - (a) the operator service provider's name and address;
 - (b) bill and service dispute calling information including the operator service provider's dispute resolution phone number;
 - (c) clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and
 - (d) notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party that will appear on the operator service provider's bill for services rendered.

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SECTION 2 - REGULATIONS, CONT'D.

2.12 Traditional Operator Services Rules, Cont'd.

(A) (Cont'd)

- (4)** in instances when the provider is unable to complete the call and it requires transfer to another telephone corporation that may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and
- (5)** in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

(B) The Company will comply with the following provisions:

- (1)** Providers of intrastate operator assisted communications services shall not take any, action or enter into any arrangement that restricts end-user selection among competing interexchange telephone corporations or end-users access to competing providers of intrastate operator assisted communications services, or pay any commissions or other compensation to any entity engaged in such action or arrangement.

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SECTION 2 - REGULATIONS, CONT'D.

2.13 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.

2.14 Other Rules

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Account codes when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk of fraud.

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SECTION 2 - REGULATIONS, CONT'D.**2.15 Local Exchange Service Areas**

Lightyear's exchange areas and local calling areas are identical to those defined in the tariffs of Ameritech.

2.16 PUCO Toll Blocking Policy

When providing toll service the Company may "universally" block access to all toll providers for nonpayment of regulated toll charges, so long as the blocked customer is not denied the right to select, through a presubscribed interexchange change (PIC) mechanism, any other 1+ presubscribed toll service provider who is obligated to provide such service under the terms of the Selective Access Policy.

Under the terms of the Selective Access Policy, Lightyear Network Solutions, LLC when providing toll service, may not deny establishment of 1+ presubscribed toll service on the grounds that the customer has failed to establish creditworthiness, if:

- 2.16.1** the customer is able to establish creditworthiness using one of the measures for doing so available under the Public Utilities Commission of Ohio's (PUCO) rules, or
- 2.16.2** Lightyear Network Solutions, LLC, when providing toll service, exercising its own discretion, does not require the customer to establish creditworthiness (through any of the means available for doing so under the PUCO's rules), or
- 2.16.3** Lightyear Network Solutions, LLC, when providing toll service, attempts to require the customer to establish creditworthiness using credit establishment procedures which do not comport with the PUCO's credit establishment policies and/or not set forth within a PUCO approved tariff.

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SECTION 2 - REGULATIONS, CONT'D.

2.16 PUCO Toll Blocking Policy, Cont'd.

- 2.16.4** When a prospective customer, who has previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select Lightyear Network Solutions, LLC as his or her 1+ carrier of choice, Lightyear Network Solutions, LLC may, subject to our tariffed toll deposit policies and the Commission's rules on establishment of service (See Section 4901:1-5 of the Ohio Administrative Code, [O.A.C.]), require a deposit for toll service. This deposit shall be in accordance with Section 4901:1-5 of the Ohio Administrative Code (OAC), but Lightyear Network Solutions, LLC may negotiate a lower deposit.
- 2.16.5** Lightyear Network Solutions, LLC may furnish credit information, acquired from Lightyear Network Solutions, LLC's own experiences with the customer, to consumer reporting agencies within the meaning of the Federal Fair Credit Reporting Act. Lightyear Network Solutions, LLC will follow all requirements that consumer reporting agencies must follow in issuing credit reports within the meaning of the Federal Fair Credit Reporting Act.
- 2.16.6** Upon payment by the customer of all past due toll debt to Lightyear Network Solutions, LLC, Lightyear Network Solutions, LLC will remove the block and all 1+ dialing capabilities, including 10-XXX, will be restored.

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SECTION 3 - SERVICE AREAS

3.1 Exchange Service Areas

The Company provides Local Exchange Services, subject to availability of facilities and equipment, in areas currently served by the following Incumbent Local Exchange Carriers:

Ameritech

The Company concurs in the exchange, rate class, local calling area, and zone designations specified in the Local Exchange Services Tariff of Ameritech. The Company does not concur in the rates of the ILEC. The Company's rates are set out in this tariff.

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SECTION 4 - SERVICE CHARGES AND SURCHARGES**4.1 Charges to Initiate or Change Service**

Non-recurring charges apply to processing Service Orders for new service and for changes in existing services:

The Line Connection Charge applies for the establishment of an exchange access line or trunk, central office work, exchange access line work and establishment of the Network Interface Device (NID).

Additional Line Installation charges apply only when more than one line is installed at the same time and at the same Customer Premises at the rates shown below.

The Service Order Charge applies per service order for the receiving, recording, and processing of an initial order for new service.

Service Transfer charges apply when a new customer moves existing service from another carrier to the Company.

The Account Change Charge applies per line to miscellaneous customer requested changes to existing service (e.g., change in number).

Except where noted otherwise, these charges apply in addition to Service Installation or Service Initiation charges for specific services.

4.1.1 In Ameritech Service Areas Charges

	Business	Residential
Line Connection Charge		
First Line	\$49.99	\$99.99
Each Additional Line	\$49.99	\$99.99
Service Order Charge		
Per order	\$ 5.00	N/A
Service Transfer from a different		
Carrier, per line	----	----
Account Change Charge		
Per order	\$ 5.00	\$ 5.00

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, CONT'D.**4.2 Maintenance Visit Charges**

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer=s premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer=s facilities.

Maintenance Visit Charges will be credited to the Customer=s account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The Maintenance Visit Charges is applied when Company personnel are dispatched to the Customer premises.

Per Premises Visit	\$99.99
--------------------	---------

4.3 Restoration of Service

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

	Business	Residential
Per occasion	\$25.00	\$25.00

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS

5.1 General

5.1.1 Services Offered

The following Lightyear Local Services are available to Customers as specified in the individual service description:

LightyearHOMESM Service

Lightyear BizValueSM

Lightyear BizUnlimitedSM

Optional Calling Features

Listing Services (including Non Published and Non-Listed Services)

Directory Assistance

Integrated Services Digital Network (ISDN) Services

Operator Services

5.1.2 Application of Rates and Charges

All services offered in this tariff are subject to service ordering and change charges where the Customer requests new services or changes in existing services, as well as applicable nonrecurring and monthly recurring charges

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.1 General, (Cont'd.)

5.1.3 Emergency Services Calling Plan

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

- A.** Governmental fire fighting, South Carolina State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.
- B.** An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.2 LightyearHOMESM Service *

LightyearHOMESM provides the residential Customer with a single, analog, voice-grade telephonic communications access line that can be used to place or receive one call at a time. Access lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. This service is available to Lightyear residential local exchange Customers who select Lightyear as their presubscribed long distance carrier.

With LightyearHOMESM, Customers receive special rates for local service and calling features.

LightyearHOMESM access lines are provided on a single party (individual) basis only. No multi-party lines are provided. Service is provided where facilities are available. Service may not be available in all areas.

The Company reserves the right to cancel or suspend service, upon due notice, for reasons as set forth in this section and in Section 2 of this tariff and in the Customer's letter of authorization for service.

Recurring charges for LightyearHOMESM are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Cancellation provisions and termination liability conditions as described in Section 2 of this tariff apply. LightyearHOMESM is not available for resale.

* Depending upon the plan chosen, this service may be purchased in conjunction with Unregulated and/or Detariffed services.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.3 LightyearBizSM Services *

LightyearBizSM is a family of Lightyear services designed to meet the needs of small to medium sized business Customers. Services in the LightyearBiz family include local exchange, and calling features. Some services provided are not regulated by this Commission. Services are provided in various packages designed to meet different Customers' needs. LightyearBiz Services are not available for resale.

5.3.1 Lightyear BizValueSM and BizUnlimitedSM

The Lightyear BizValueSM and LightyearUnlimitedSM service packages provide the business Customer with special rates for local service and calling features. A single, analog, voice-grade telephonic communications channel is provided which can be used to place or receive one call at a time. Access lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. Service is provided on a single party (individual) basis only. No multi-party lines are provided. Service may not be available in all areas.

Recurring charges are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Service is currently available with a one-year term commitment only. Lightyear provides a satisfaction guarantee. Under the terms of the satisfaction guarantee, a Customer may cancel the contract for any reason during the first ninety (90) days following the contract date, with no cancellation fee. In the event the Customer cancels or terminates the contract after the first ninety (90) days following the contract date and prior to the expiration date, a cancellation fee of \$150 per line will be assessed to the Customer.

Cancellation provisions and termination liability conditions as described in Section 2 of this tariff apply when service is provided pursuant to a term contract.

BizValue and BizUnlimited are designed to be used for voice applications only. The Company reserves the right to cancel or suspend service, upon due notice, for reasons as set forth in this section and in Section 2 of this tariff and in the Customer's contract for service. The Company also reserves the right to move the Customer to another eligible rate plan if usage or other criteria are not met for the plan to which the Customer has subscribed or is presently enrolled.

* Depending upon the plan chosen, this service may be purchased in conjunction with Unregulated and/or Detariffed services.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.4 Optional Calling Features

The features listed in this section are offered by the Company to Customers where facilities are available.

5.4.1 Feature Descriptions

Anonymous Call Rejection: Permits the end -user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand alone feature or as an add-on to Caller ID Deluxe.

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

Call Forwarding Busy - Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.

Call Forwarding No Answer - Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.

Call Forwarding Variable - Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.4 Optional Calling Features, (Cont'd.)

5.4.1 Feature Descriptions, (Cont'd.)

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

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

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

Call Waiting - Deluxe: Allows the end-user to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:

- Answer the waiting call and placing the first party on hold;
- Answer the waiting call and disconnecting from the first party;
- Direct the waiting caller to hold via a recording
- Forward the waiting caller to another location (e.g., voice mailbox or telephone answering service)

Full utilization of Call Waiting Deluxe requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. The end-user must have Caller ID Basic or Deluxe for display of calling party identification information for waiting calls. The end-user must have a Call Forwarding Don't Answer feature active in order to forward a waiting call to another location.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.4 Optional Calling Features, (Cont'd.)

5.4.1 Feature Descriptions, (Cont'd.)

Caller ID - Deluxe - Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.

Caller ID Deluxe also includes Anonymous Call Rejection (ACR) where facilities are available. ACR can be activated and deactivated at the customer's discretion through the use of a preassigned feature access code.

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

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

Privacy ID (Director) - Includes the Caller Identification -Name and Number functionality and, in addition, provides the customer with the ability to screen private and unidentified calls that are placed to their number. Callers placing a call from a private or blocked telephone number to a Privacy ID Customer will hear a series of prompts asking them to unblock their line or record their name for delivery to the called party. Callers placing a call from an unidentified number will be asked to record their name for identification purposes and to hold the line. When the calling party records their name, the service will call the Privacy ID Customer and the Caller ID unit will display Privacy ID which identifies that the call is from the Privacy ID service. The Customer will also hear a distinctive ring unless they subscribe to Customer Ringing. If the Customer answers the call from the Privacy ID service, they will hear the recorded name and may then choose between three options for handling the incoming call. They may accept the original call, they may choose not to accept the original call or if they subscribe to Voice Messaging, they can direct the original call to their mailbox.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.4 Optional Calling Features, (Cont'd.)

5.4.1 Feature Descriptions, (Cont'd.)

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

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

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

Talking Call Waiting - An enhancement to Call Waiting - Basic that provides an audible announcement of the incoming caller's name following the regular call waiting tone.

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

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.5 Directory Assistance

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

5.6 Operator Services

Provides for live or automated operator treatment when a Customer dials "0". Operator Services can be used to assist the Customer in routing or billing for a call. Billing options include, but are not limited to, bill to originating telephone number, calling card, collect or to a third party. See Section 8 of this tariff.

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SECTION 6 - LOCAL SERVICES PRICE LIST

6.1 General

Local Services are provided through the use of resold and facilities-based switching and transport facilities. The rates, terms and conditions set forth in this section are applicable where the Company provides specified local exchange services to Customers through resale of incumbent local exchange services or through the Company's own facilities.

All rates set forth in this section are subject to change and may be changed by the Company pursuant to notice requirements established by the Public Utilities Commission of Ohio.

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SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)**6.2 LightyearHOMESM Service****6.2.1. Lightyear Opportunity Plan ***

With the Opportunity Plan, the residential Customer receives unlimited local calling and certain monthly recurring features on the first line ordered. Features are not included with the rate for each additional line, but may be ordered separately.

The features listed following and in the Company's Pricing Guide are included in the rate for the first line: Deluxe Caller ID.

A. Lightyear Opportunity Plan Rates and Charges

	Zones 1	Zone 2	Zone 3
Monthly Rate, First Line	\$51.99	\$51.99	\$51.99
Each Additional Line:	\$35.99 (I)	\$35.99 (I)	\$35.99 (I)

* Depending upon the plan chosen, this service may be purchased in conjunction with Unregulated and/or Detariffed services.

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SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)**6.2 LightyearHOMESM Service, (Cont'd.)****6.2.2 Lightyear Starter Plan ***

With the Starter Plan, the Customer receives unlimited local calling and certain monthly recurring features for a single monthly charge. Features are not included in the rate for each additional line, but may be ordered separately. The Company reserves the right to cancel or suspend service, or to move the customer to another eligible rate plan in accordance with the terms and conditions of this tariff and the Customer's contract for service. If it is determined that usage is not consistent with typical voice applications, the Company may suspend, restrict or cancel service in accordance with the terms and conditions of this tariff and the Customer's contract for service.

The features listed following and in the Company's Pricing Guide are included in the rate for the first line: Deluxe Caller ID.

A. Starter Plan Rates and Charges

	Zones 1	Zone 2	Zone 3
Monthly Rate, First Line	\$40.99 (I)	\$40.99 (I)	\$40.99 (I)
Each Additional Line:	\$35.99 (I)	\$35.99 (I)	\$35.99 (I)

* Depending upon the plan chosen, this service may be purchased in conjunction with Unregulated and/or Detariffed services.

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SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

6.3 [Reserved for Future Use]

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SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

6.4 Nonrecurring Charges

Nonrecurring charges apply to each line installed for the Customer. The applicable nonrecurring charges to install service are shown in Section 4 of this tariff. All such charges will appear on the next bill following installation of the service.

6.5 Optional Calling Features

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

For features that are ordered with initial service, no non-recurring charges apply. For features ordered after service is initiated, an account change charge will apply as shown in Section 4 of this Tariff.

6.5.1 Features Offered on Monthly Basis Rates

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature. Features are available where facilities permit.

The rates and charges below are provided on a month-to-month basis.

Optional Calling Feature	Lightyear BizValue	LightyearHOME
Call Trace	\$0.00	\$4.00
Caller ID Deluxe	\$0.00	\$7.95

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SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES

7.1 Non-Published Service

7.1.1 General

Non-published service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

7.1.2 Regulations

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator the number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unpublished, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and hold the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

There is a monthly charge for each non-published service.

Non-published service charge, per month	Residential
Month-to-Month:	\$2.50
One Year Term	N/A

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SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)**7.2 Directory Assistance Services****7.2.1 Directory Assistance**

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number. Rates and charges for intraLATA and interLATA Directory Assistance service are provided in Lightyear Network Solutions, LLC's P.U.C.O. Tariff No. 1.

Each Directory Assistance Call:

Local and Toll	\$1.10
National Directory Assistance	\$1.50

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SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)

7.3 Directory Listings

7.3.1 General

The following rules apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Only information necessary to identify the Customer is included in these listings. The Company uses abbreviations in listings. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service will not be accepted as a listing unless the subscriber is legally doing business under that name.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Listing services are available with all classes of main telephone exchange service.

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SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)**7.3 Directory Listings, (Cont'd.)****7.3.2 Listings****A. Primary Listing**

One listing, termed the primary listing, is included with each exchange access line or each joint user service.

B. Additional Listings

Additional listings may be the listings of individual names of those entitled to use the customer's service or, for business, Departments, Divisions, Tradenames, etc.

In connection with residence service, regular additional listings are available only in the names of Authorized Users of the Customer's service.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings. However, when it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing will be permitted under the address of a branch exchange, Centrex or extension of an exchange service line installed on the premises of the Customer, but at an address different from that of the attendant position of main service.

Business additional listings are not permitted in connection with residence service. Residence additional listings are also permitted in connection with business service which is located in a residence and for permanent or season guests residing in a hotel or club.

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SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)**7.3 Directory Listings, (Cont'd.)****7.3.2 Listings, (Cont'd.)****B. Additional Listings, (Cont'd.)**

A residence dual name additional listing is comprised of a surname, two first names, address and telephone number. A residence dual name additional listing may be provided for two persons who share the same surname and reside at the same address, or for a person known by two first names.

Special types of additional listings, such as Alternate, Alpha and Informational, Duplicate and Reference Listings, Foreign Listings, etc. take the same business or residence classification as the service with which such listings are furnished.

7.3.3 Rates for Additional Listings

The following rates and charges apply to additional listings requested by the Customer over and above those listings included with the service. The rates and charges below are provided on a month-to-month basis, per listing.

Type of Listing	Residential
Additional Listings	\$2.00

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SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)**7.4 Non-Listed Service****7.4.1 General**

Non-listed service means that the Customer's telephone number is not listed in the directory, but it does appear in the Company's Directory Assistance Records.

7.4.2 Regulations

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and hold the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

There is a monthly charge for each non-listed service.

<u>Non-listed service charge, per month</u>	
	<u>Residential</u>
Month-to-Month	\$1.75

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SECTION 8 - LOCAL OPERATOR SERVICES**8.1 General**

Customers may subscribe to intraLATA and interLATA operator services offered by the Company. Customers have the option of selecting another carrier as their primary intraLATA and/or interLATA long distance carrier if requested.

8.2 Local Operator Assisted Services

Lightyear's Local Operator Assisted Calling is available for use by presubscribed Customers only. Per call charges reflect the level of operator assistance and billing arrangement requested by the Customer.

8.2.1 Operator Service Call Types

- A. Customer Dialed Calling/Credit Card Call** - This charge applies in addition to local usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number and card number where the capability exists for the Customer to do so.
- B. Operator Dialed Calling/Credit Card Call** - This charge applies in addition to local usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.
- C. Operator Station** - These charges apply in addition to local usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed to the originating line, Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.
- D. Person-to-Person** - This charge applies in addition to local usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to the originating line, a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

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SECTION 8 - LOCAL OPERATOR SERVICES, (CONTD.)**8.2 Local Operator Assisted Services, (Cont'd.)****8.2.2 Operator Dialed Surcharge**

This charge applies to Operator Station and Person-to-Person calls for which the caller has the ability to dial the called number, but chooses instead to have the Company operator perform the dialing. This charge is in addition to any other applicable operator service charges.

8.2.3 Local Operator Services Rates and Charges**A. Usage Charges:**

No usage charges apply.

B. Local Per Call Charges:

	Per Call
Customer Dialed Calling Card - Automated	\$0.95
Operator Assisted Calling Card	\$1.95
Operator Station Collect	\$1.75
Billed to a Third Party	\$2.25
Person-to-Person	\$3.75

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SECTION 8 - LOCAL OPERATOR SERVICES, (CONTD.)**8.3 Busy Line Verification and Line Interrupt Service**

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Busy Line Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency.

If an operator both verifies and interrupts the same call, both charges will apply.

Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

	Charges Per Call
Busy Line Verification, Per Call	\$3.25
Busy Line Interruption, Per Call	\$3.50

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SECTION 9 - MISCELLANEOUS SERVICES

9.1 Carrier Presubscription

9.1.1 General

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

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

- Option A:** Customer select the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription
- Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F:** Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

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SECTION 9 - MISCELLANEOUS SERVICES, (CONT'D.)

9.1 Carrier Presubscription, (Cont'd.)

9.1.3 Rules and Regulations

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

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

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 10.1.5 below:

9.1.4 Presubscription Procedures

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

If the Customer does not select a primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice.

Customers of record may initiate an intraLATA or interLATA presubscription change at any time, subject to the charges specified below.

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SECTION 9 - MISCELLANEOUS SERVICES, (CONT'D.)**9.1 Carrier Presubscription, (Cont'd.)****9.1.5 Presubscription Charges****A. Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Section 10.1.4 above, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

The Presubscription Change Charge shall be applied as follows:

1. The charge shall be no greater than those set forth in below, unless modified by a company-specific Commission-approved tariff.
2. If a Customer changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change Charge will apply.

B. Nonrecurring Charges

Presubscription Change Charge, Per line, trunk, or port:

Manual Process	\$5.50
Electronic Process	\$1.25

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SECTION 10 - SPECIAL ARRANGEMENTS**10.1 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on a case-by-case basis 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.

10.2 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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SECTION 11 - PROMOTIONAL OFFERINGS

11.1 Special Promotions

The Company may from time to time engage in special promotional trial service offerings of limited duration, and which are designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. The Commission will be notified in advance of any planned promotional offering.

11.2 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).

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EXHIBIT B

Proposed Revised Tariff Pages

This tariff, P.U.C.O. Tariff No. 6 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. 5.

This tariff is in compliance with Rule 4901:1-6, O.A.C.

LIGHTYEAR NETWORK SOLUTIONS, LLC
90-9040-TP-TRF

INTRASTATE COMMUNICATIONS SERVICE

**Regulations and Schedule of Intrastate Charges Applying to Local Exchange and Interexchange
Telecommunications Services Within the State of Ohio**

Issued: May 10, 2011

Effective: May 10, 2011

Issued by: Linda Hunt, Director of Legal & Regulatory Affairs
1901 Eastpoint Parkway
Louisville, KY 40223

OHL1102

SECTION 1 – DESCRIPTION OF SERVICE**1.1 Emergency Services Calling Plan**

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

- A. Governmental fire fighting, South Carolina State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.
- B. An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

SECTION 1 – DESCRIPTION OF SERVICE, (CONT'D.)**1.2 Carrier Presubscription****1.2.1 General**

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

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

- Option A:** Customer select the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription
- Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F:** Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

SECTION 1 – DESCRIPTION OF SERVICE, (CONT'D.)**1.2 Carrier Presubscription, (Cont'd.)****1.2.3 Rules and Regulations**

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

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

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 10.1.5 below:

1.2.4 Presubscription Procedures

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

If the Customer does not select a primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice.

Customers of record may initiate an intraLATA or interLATA presubscription change at any time, subject to the charges specified below.

SECTION 1 – DESCRIPTION OF SERVICE, (CONT'D.)**1.2 Carrier Presubscription, (Cont'd.)****1.2.5 Presubscription Charges****A. Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Section 10.1.4 above, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

The Presubscription Change Charge shall be applied as follows:

1. The charge shall be no greater than those set forth in below, unless modified by a company-specific Commission-approved tariff.
2. If a Customer changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change Charge will apply.

B. Nonrecurring Charges

Presubscription Change Charge, Per line, trunk, or port:

Manual Process	\$5.50
Electronic Process	\$1.25

EXHIBIT C

Summary of Changes

P.U.C.O Tariff No. 6 replaces P.U.C.O Tariff No. 5 in its entirety, and all detariffed services have been removed in compliance with Rule 4901:1-6, O.A.C.

EXHIBIT D

Customer Notice of Detariffing

OHIO CUSTOMER NOTICE REGARDING DE-TARIFFING

Beginning on or about May 19, 2011, the prices, service descriptions, and the terms and conditions for services other than a primary line provided by Lightyear Network Solutions, LLC ("Lightyear") will no longer be on file at the Public Utilities Commission of Ohio (PUCO). This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Lightyear must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Since these service will no longer be on file with the Commission, this means that the agreement reached between the customer and the company will control new services or changes in service. For any new services or changes in service, 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 on your invoice. You may also visit the consumer information page on the PUCO's website at www.puco.ohio.gov for further information

EXHIBIT E

Affidavit


CUSTOMER NOTICE AFFIDAVIT

COMMONWEALTH OF KENTUCKY SS:

COUNTY OF JEFFERSON SS:

AFFIDAVIT

I, **Linda Hunt**, 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 notice(s) accompanying this affidavit were sent to affected customers through **a bill insert in each of the three bill cycles during the month of May 2011**, in accordance with Rule 4901:1-6-07, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.


Signature

Subscribed and sworn to before me by Linda Hunt this 4th day of May, 2011.


Notary Public, State-at-Large, Kentucky

My commission expires:

11 / 20 / 2013

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

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in

Case No(s). 11-2920-TP-ATA

Summary: Application to Detariff Services and make other changes related to the Implementation of Case No.10-1010-TP-ORD. electronically filed by Laura McGrath on behalf of Lightyear Network Solutions, LLC