



April 9, 2004  
Overnight Delivery

RECEIVED   
FILED

2004 APR 12 AM 9:13

IDAHO PUBLIC  
UTILITIES COMMISSION

210 N. Park Ave.  
Winter Park, FL  
32789

P.O. Drawer 200  
Winter Park, FL  
32790-0200

Tel: 407-740-8575  
Fax: 407-740-0613  
tmi@tminc.com

Ms. Jean D. Jewell, Commission Secretary  
Idaho Public Utilities Commission  
472 West Washington  
Statehouse  
Boise, ID 83720-0074

*Lyc-T-04-01*

RE: **Lightyear Network Solutions, LLC** - Application for Certificate of Public Convenience and Necessity to provide local exchange service

Dear Ms Jewell:

Enclosed for filing are the original and two (2) copies of the application and illustrative tariff for Lightyear Network Solutions, LLC for a Certificate of Public Convenience and Necessity to Provide Local Exchange Telecommunications Services in the State of Idaho. This filing does not include the required financial information, which is being prepared, and which will be submitted immediately upon receipt by the undersigned.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed stamped envelope provided for that purpose.

Any questions regarding this filing may be directed to my attention at (407) 740-3004 or via email at [rnorton@tminc.com](mailto:rnorton@tminc.com). Thank you for your assistance in this matter.

Sincerely,

*Robin Norton*

Robin Norton  
Consultant to Lightyear Network Solutions, LLC

Enclosures

cc: Linda Hunt - Lightyear  
file: Lightyear - ID - Local  
tms: IDL400

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

RECEIVED



2004 APR 12 AM 9:14

Application of )  
Lightyear Network Solutions, LLC )  
Provide Facilities-based Local )  
Exchange Service Throughout Idaho )

Case No. LYC-T-04-01 PUBLIC UTILITIES COMMISSION

**APPLICATION FOR CERTIFICATE OF PUBLIC  
CONVENIENCE AND NECESSITY TO PROVIDE  
FACILITIES-BASED LOCAL TELECOMMUNICATIONS SERVICES**

Pursuant to Procedural Order No. 26665 in Case No. GNR-T-96-4<sup>1</sup> and Section 253 of the federal Telecommunications Act of 1996<sup>2</sup> ("Act"), Lightyear Network Solutions, LLC ("Lightyear") respectfully requests that the Public Utilities Commission ("Commission") amend Lightyear's Authority and grant a Certificate of Public Convenience and Necessity to include authority to provide local exchange telecommunications services in the State of Idaho.

*In support of its Application, Lightyear submits the following:*

**1. Introduction**

Lightyear is requesting authority to provide basic facilities-based local exchange service to both residence and business customers throughout Idaho in all exchanges which are not exempt from competition. The services that Lightyear intends to offer will be an adjunct to the long distance services that the company has previously received authority to provide statewide. Lightyear plans to offer local exchange services via an unbundled network element platform (UNE-P) through interconnection agreements with incumbent local exchange carriers ("LECs"). Following approval of its application, Lightyear plans to commence offering service immediately upon the establishment of the appropriate and necessary agreements with the incumbent LECs, which is expected to early third quarter 2004.

<sup>1</sup> Title 61 of the Idaho Code §§ 61-526 through -528 and IDAPA 31.01.01.111 (Rule 111).

<sup>2</sup> Telecommunications Act of 1996, 47 U.S.C. § 253 (1996).

## **II. Description of the Applicant**

- (a) Lightyear Network Solutions, LLC is organized in the State of Kentucky. The main address of the company is:

Lightyear Network Solutions, LLC  
1901 Eastpoint Parkway  
Louisville, KY 40223  
Telephone: 502-244-6666  
Facsimile: 502-515-4138  
Toll Free: 877-295-4200 - Local customers  
800-393-7300 - Toll customers

- (b) All correspondence, notices, inquiries and other communications regarding this Application should be addressed to:

Robin Norton  
Technologies Management, Inc.  
P.O. Box 200  
Winter Park, Florida 32789  
Telephone: (407) 740-8575  
Facsimile: (407) 740-0613

- (c) The Applicant is a Kentucky Limited Liability Company, authorized by the Idaho Secretary of State to transact business in the State of Idaho.
- (d) Lightyear is a nationwide interexchange telecommunications carrier, except AK. In addition, Lightyear provides local exchange services in the following states: AL, CA, CO, DE, DC, FL, GA, HI, IL, IN, KS, KY, LA, ME, MD, MA, MI, MS, NV, NJ, NH, NY, NC, OH, OK, OR, PA, RI, SC, TN, TX, VT, VA, WA, WV and WI.

## **III. Exhibits**

In support of this Application, the following exhibits are attached hereto:

Exhibit A - Certificate of Organization  
Exhibit B - Certificate of Authority to Transact Business in the State of Idaho  
Exhibit C - Officers, Directors and Major Shareholders  
Exhibit D - Financial Statements  
Exhibit E - Profiles of Senior Management Key Personnel  
Exhibit F - Proposed service area map (Rule 112(c))  
Exhibit G - Illustrative Local Exchange Tariff

#### **IV. Financial, Technical and Managerial Qualifications**

Lightyear possesses the managerial, technical and financial ability to provide local telecommunications service in the State of Idaho. Lightyear has sufficient financial resources to enable the company to successfully provide local telecommunications service in the State of Idaho.

##### **IV.A. Financial Qualifications**

- (a) By utilizing its current customer service, operations, management, and technical workforce and infrastructure supporting its facilities-based local exchange and interexchange operations, Lightyear is financially and otherwise capable and qualified to offer and maintain all of its tariffed services in its territories served through its own and/or the underlying carrier's facilities.
- (b) The costs of Idaho operations will consist of leasing UNE-P and additional administrative and sales overhead. Lightyear is already operating as an interexchange carrier in Idaho and is operating as a facilities-based local exchange service provider in many states. The incremental administrative and sales costs are not projected to be significant for the company. No new funds or capital will be required to expand the company's services in Idaho.
- (c) Lightyear provides their financial statements as proof of its financial stability to provide the required services within the State of Idaho as Exhibit D.

##### **IV.B. Managerial Qualifications**

- (a) Lightyear possesses managerial qualifications to operate a Competitive Local Exchange Carrier within the State of Idaho. Biographical summaries of the managerial experience of Lightyear are found in Exhibit E.

#### **IV.C. Technical Qualifications**

- (a) Lightyear's services will satisfy the minimum standards established by the Commission. The Company will file and maintain tariffs in the same manner and form as required of incumbent local exchange telecommunications companies with which Lightyear seeks to compete.
  
- (b) Lightyear recently acquired the assets of Lightyear Communications, Inc. ("LCI") which asset transfer was approved by the Commission. The management team of LCI remained in place. LCI had been operating as a resale and/or facilities-based local exchange provider since 1999 and as a long distance carrier since 1993. The LCI management team possesses considerable telecommunications expertise. Based on LCI's experience and proven track record, Lightyear is certainly technically qualified to provide local exchange service in Idaho

#### **V. Customer Service**

Lightyear understands the importance of effective customer service for all its customers. Lightyear has a toll free customer service telephone number that is available with live operator response 24 hours per day, 7 days per week. Lightyear's toll free telephone numbers for local customer inquiries, complaints and repair is (877) 295-4200. In addition, Lightyear's automated on-line system is available 24 hours per day, 7 days per week through which customers may take care of routine business matters, such as obtaining account information, paying bills, leaving messages, etc. Customers may also contact the company in writing at its headquarters address.

The contact for resolution of consumer inquiries and complaints from the public:

Ed Pait, Director of Customer Service  
Customer Service Center  
Toll-free numbers: (877) 295-4200 - Local customers  
(800) 393-7300 - Toll customers  
Facsimile: (502) 254-2374  
E-mail: [customercare@lightyearcom.com](mailto:customercare@lightyearcom.com)

The contact for resolution of customer inquiries or complaints filed with the Commission, as well as rate and tariff issues is:

Linda Hunt, Manager of Regulatory Affairs  
Lightyear Network Solutions, LLC  
1901 Eastpoint Parkway  
Louisville, KY 40223  
Telephone: (502) 244-6666 ext. 1019  
Facsimile: (502) 515-4138  
E-mail: [lindah@lightyearcom.com](mailto:lindah@lightyearcom.com)

**VI. Service Description and Anticipated Service Date**

Lightyear proposes to provide local exchange services via unbundled network element platforms (UNE-P). The company intends to offer service immediately upon certification, hopefully by early third quarter 2004. The company will offer these services in conjunction with its interexchange toll services, which include inbound and outbound interexchange telecommunications services. Lightyear will also offer operator assisted services to its own customers. The Company plans to offer bundled offerings consisting of local and long distance services combined with voice mail and other desired service features.

Lightyear intends to offer service in the geographic areas currently served by Qwest Corporation. Lightyear has an interconnection agreement with Qwest, which has been approved and is on file with the Commission (Case No. QWE-T-03-11.) Lightyear initially will mirror the basic local calling scopes of the incumbent local exchange companies.

**VI. Public Interest Standard**

Grant of Lightyear's Application to provide facilities-based local exchange services is in the public interest and serves the public convenience and necessity. In enacting the Federal Telecommunications Act of 1996, the United States Congress determined that it is in the public interest to promote competition in the provision of telecommunications services, including local exchange services. Experience with competition in telecommunications markets such as local, long distance, and competitive access demonstrates the benefits that competition can bring to consumers. Consumers are enjoying increased services, lower prices, higher quality, and greater reliability. This is true not only with respect to the service offerings of the new entrants, but also as a result of the response of incumbent monopoly providers to the introduction of competition.

Lightyear's proposed services will provide multiple public benefits by increasing the competitive choices available to users in Idaho. Enhanced competition in telecommunications services likely will further stimulate economic development in Idaho. In addition, increased competition will create incentives for all carriers to offer lower prices, more innovative services, and more responsive customer service.

## VIII. Waivers and Regulatory Compliance

Lightyear has reviewed all of the Commission's rules applicable to competitive local exchange service providers and agrees to comply with those rules except to the extent the rules are explicitly waived for Lightyear or for all carriers in the same class. Specifically, Lightyear requests exemption from the following rules:

- (a) Title 41, Chapter 1, Rules 101-103.02 - Guarantee in lieu of deposit: Lightyear requests exemption only from that portion of the rule that requires a guarantee form on file with the Commission.
  
- (b) Title 41, Chapter 1, Rule 502.01 - Service Standards: To the extent that Lightyear offers service on a UNE-P basis from the incumbent local exchange service providers, Lightyear requests a waiver of the requirement to adopt and pursue a maintenance program for outside plant facilities and equipment.
  
- (c) Title 41, Chapter 2, Rule 102.03 - Press Release: Lightyear requests a waiver of the requirement to send a press release to all newspapers, radio and television stations on the Commission's list. Unlike the incumbent LECs whose customer density in any given area makes press releases practical, Lightyear does not anticipate sufficient market share to warrant the expense of preparing and coordinating a press release. Lightyear maintains a detailed web site which includes information on the company's services and rates as well as corporate information and all press releases. Lightyear customers will be informed of the company's web site and will be able to receive all manner of information from that cite. In addition, consumers will be informed of rate increases, if any, by bill insert. Therefore, the additional step of notification via press release is unnecessary.

(d) Local Exchange Directories

Lightyear requests that it not be required to publish local exchange directories. Lightyear will make arrangements with the incumbent LECs whereby the names of Lightyear's customers will be included in the directories published by the incumbent LECs. These directories will be distributed to Lightyear's customers. This approach is entirely reasonable and will have a direct benefit to the customers of both Lightyear and the incumbent LECs since customers will have to refer to only one directory for a universal listing of customer information. It would be an unnecessary burden on Lightyear to require that it publish and distribute its own directory to all customers located within each exchange area, particularly since nearly all of these customers will be customers of the incumbent LECs. It is more efficient for Lightyear to simply include its limited customer list in the existing directories of the incumbent LECs.

(e) Title 41, Chapter 2, Rule 105 and 602.01: Customer Notice: Lightyear has requested a waiver of the requirement to publish Local Telephone Directories. Rules 105 and 602.01 require that each local exchange company summarize the provisions of Sections 48-1001 et seq., Idaho Code, and summarize the customer disclosure rules in an annual insert in a billing statement mailed to customer or by conspicuous publication in the consumer pages of the local telephone directory. Lightyear maintains that such information is published in the local telephone directories and therefore does not need to be redistributed by Lightyear on an annual basis.

(f) **Reporting Requirements**

Lightyear further requests waivers of any reporting requirements which, although applicable to incumbent LECs, are not applicable to competitive providers such as Lightyear because such requirements: (1) are not consistent with the demands of the competitive market; and (2) they constitute an undue burden on a competitive provider, thereby requiring an inefficient allocation of its limited resources. In addition, Lightyear reserves the right to seek any regulatory waivers which may be required for Lightyear to compete effectively in the Idaho local exchange services market.

**IX. Conclusion**

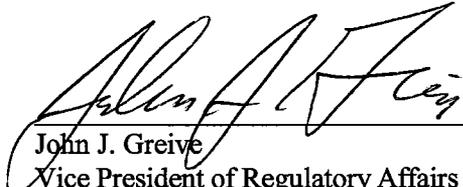
This Application demonstrates that Lightyear possesses the technical, financial and managerial resources to provide local exchange service in Idaho. Lightyear has reviewed the applicable Commission rules and agrees to comply with them, or request waivers of those rules it believes to be inapplicable.

Wherefore, Lightyear respectfully requests that the Commission:

1. grant Lightyear authority to operate as a provider of basic local exchange telecommunications services in the State of Idaho;
2. grant the waivers requested in this Application; and
3. grant such other relief as it deems necessary and appropriate.

Respectfully submitted,

**Lightyear Network Solutions, LLC**



John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
Lightyear Network Solutions, LLC  
1901 Eastpoint Parkway  
Louisville, KY 40223  
Telephone: (502) 244-6666  
Facsimile: (502) 515-4138

**LIGHTYEAR NETWORK SOLUTIONS, LLC**

Exhibit A

Articles of Organization

0572568.06

sbates  
LAOO

John Y. Brown III  
Secretary of State  
Received and Filed

11/20/2003 11:16:41 AM

Fee Receipt: \$40.00

**ARTICLES OF ORGANIZATION  
OF  
LIGHTYEAR NETWORK SOLUTIONS, LLC**

The undersigned organizer, desiring to form a limited liability company under the Kentucky Limited Liability Company Act, hereby states the following:

1. The name of the limited liability company is **Lightyear Network Solutions, LLC.**
2. The name and address of the registered agent are:

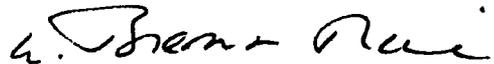
W. Brent Rice  
201 East Main Street, Suite 1000  
Lexington, Kentucky 40507

3. The address of the initial principal office of the limited liability company is:

201 East Main Street, Suite 1000  
Lexington, Kentucky 40507

4. The limited liability company is to be managed by its members.

**IN WITNESS WHEREOF**, the undersigned has duly executed these Articles of Organization this 19th day of November, 2003.



W. Brent Rice, Organizer

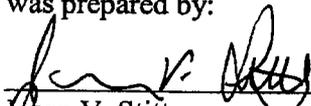
**CONSENT OF REGISTERED AGENT**

The undersigned, having been named in the Articles of Organization of Lightyear Network Solutions, LLC (the "Company") as the registered agent of the Company hereby consents to serve in that capacity.



W. Brent Rice

The foregoing instrument  
was prepared by:



Jason V. Stitt  
Sawyer & Glancy PLLC  
3120 Wall Street, Suite 310  
Lexington, Kentucky 40513

**LIGHTYEAR NETWORK SOLUTIONS, LLC**

Exhibit B

Registration as Foreign Limited Liability Company with Idaho Secretary of State

Lightyear's Registered Agent in Idaho is:

National Registered Agents, Inc.  
1423 Tyrell Lane  
Boise, ID 83706

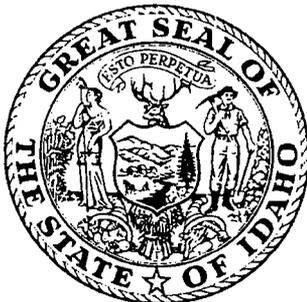
# State of Idaho

Office of the Secretary of State

I, BEN YSURSA, Secretary of State of the State of Idaho, hereby certify that I am the custodian of the limited liability company records of this State.

I FURTHER CERTIFY That the annexed is a full, true and complete duplicate of the application for registration of foreign limited liability company of **LIGHTYEAR NETWORK SOLUTIONS, LLC**, a KENTUCKY limited liability company, received and filed in this office on 12 December 2003 under the file number W 27330 , including any amendments filed thereto, as appears of record in this office as of this date.

Dated: 15 December 2003



*Ben Yursa*

SECRETARY OF STATE

By

*[Signature]*

253



# APPLICATION FOR REGISTRATION OF FOREIGN LIMITED LIABILITY COMPANY

(Instructions on back of application)

**FILED EFFECTIVE**

03 DEC 12 AM 11:32

SECRETARY OF STATE  
STATE OF IDAHO

1. The name of the limited liability company is:

Lightyear Network Solutions, LLC

2. If the name of the limited liability company is not permissible or is not available in Idaho, the name the foreign limited liability company will use in Idaho is:

3. The jurisdiction under whose laws the limited liability company is organized is: Kentucky

and the date of its formation was: 11/20/03

4. The name and address of the registered agent in Idaho is:

National Registered Agents, Inc., 1423 Tyrell Lane, Boise, ID 83706

5. The address of the limited liability company's office in the jurisdiction under whose laws it is organized is:

201 E. Main Street, Suite 1000, Lexington, KY 40507

6. The address of the limited liability company's principal office, if other than the address in #5 above, is:

same as #5 above

7. The address to which correspondence should be addressed is:

201 E. Main Street, Suite 1000, Lexington, KY 40507

8. Signature of a manager, if any, or a member if there are no managers.

Signature

*W. Brent Rice*

Typed Name W. Brent Rice

Manager  Member

Secretary of State use only

g:\zapp\forms\l.l.c. for mha\app\formreg\sr\l.l.c.ppt  
Revised 03/2002

IDAHO SECRETARY OF STATE  
12/12/2003 05:00  
CK: 29143 CT: 19577 BH: 716367  
1 @ 100.00 = 100.00 REGFORLLC # 2  
1 @ 20.00 = 20.00 EXPEDITE C # 3

W27830



**John Y. Brown III  
Secretary of State**

**Certificate of Existence**

I, John Y. Brown III, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

**LIGHTYEAR NETWORK SOLUTIONS, LLC**

is a limited liability company duly organized and existing under KRS Chapter 275, whose date of organization is November 20, 2003.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that articles of dissolution have not been filed; and that the most recent annual report required by KRS 275.190 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 10th day of December, 2003.



*John Y. Brown, III*

John Y. Brown III  
Secretary of State  
Commonwealth of Kentucky  
Tmorgan/0572568



**John Y. Brown III  
Secretary of State**

**Certificate of Existence**

I, John Y. Brown III, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

**LIGHTYEAR NETWORK SOLUTIONS, LLC**

is a limited liability company duly organized and existing under KRS Chapter 275, whose date of organization is November 20, 2003.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that articles of dissolution have not been filed; and that the most recent annual report required by KRS 275.190 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 10th day of December, 2003.



*John Y. Brown, III*

John Y. Brown III  
Secretary of State  
Commonwealth of Kentucky  
Tmorgan/0572568

**LIGHTYEAR NETWORK SOLUTIONS, LLC**

Exhibit C

Officers and Directors

Shareholder Information

## LIGHTYEAR NETWORK SOLUTIONS, LLC

All Officers and Directors may be reached at 1901 Eastpoint Parkway, Louisville, KY 40223, Telephone: (502) 244-6666, Facsimile:(502) 515-4138.

### Officers:

J. Sherman Henderson III, President and Chief Executive Officer  
Lonny D. Robinson, Chief Administrative Officer  
John J. Greive, Vice President Regulatory Affairs and General Counsel  
Edward J. Wampler, Senior Vice President, Operations  
Elaine G. Bush, Vice President, Finance  
Rena Phillips, Vice President of Operations  
Kevin Shady, Vice President of Local Development  
Timothy J. Morgan, Vice President of Financial Billing  
J. Clay Masters, Vice President of Sales  
Josh Henderson, Vice President of Sales

### Directors:

J. Sherman Henderson III  
W. Brent Rice  
Chris Sullivan  
Rick Dees

### **Membership Interests of LY Holdings, LLC, parent company to Applicant:**

#### Class A Members

Name	Shares Owned	% of Class A Shares	Percentage of Voting Control
LANJK, LLC	5000	75.90%	50.00%
RICE-LY VENTURES, LLC	1000	15.18%	10.00%
TELEMIX INVESTMENTS, LLC	587	8.91%	5.87%

#### Class B Members

Name	Shares Owned	% of Class B Shares	Percentage of Voting Control
SULLIVANLY, LLC	2987	87.50%	29.87%
MAPP II, LLC	213	6.25%	2.13%
TELEMIX INVESTMENTS, LLC	213	6.25%	2.13%

### **Subsidiaries:**

Lightyear does not own or control any subsidiaries.

**LIGHTYEAR NETWORK SOLUTIONS, LLC**

Exhibit D

Financial Statements

(To be provided)

**LIGHTYEAR NETWORK SOLUTIONS, LLC**

Exhibit E

Profiles of Senior Management Key Personnel

**LIGHTYEAR NETWORK SOLUTIONS, LLC**  
**SENIOR MANAGEMENT KEY PERSONNEL**

**J. Sherman Henderson, III, President and Chief Executive Officer**

Mr. Henderson has over twenty-five years of business experience, including sales, marketing and management. Mr. Henderson was instrumental in the growth and success of Charter Network, a long distance carrier serving five Midwestern states. He was associated with Charter from 1986 until its sale to Litel in 1990. Under Mr. Henderson's guidance, Charter grew from \$9 million in annual revenues to \$50 million in four years. Directly prior to founding Lightyear, he served as an officer for Turbo Consulting Enterprises, Inc., located in Louisville, Kentucky, which provides a wide range of consulting services to the telecommunications industry. Mr. Henderson is a graduate of Florida State University, with a B.A. degree in Business Administration. Mr. Henderson currently serves as Chairman of the Telecommunications Resellers Association.

**Lonny D. Robinson, Chief Administrative Officer**

Lonny brings to Lightyear extensive management, finance, accounting, business operations and project management background. Lonny was President, CFO and Treasurer of a \$550,000,000 Bank, First Shenango Bancorp, Inc. in Pennsylvania. He was with the bank from 1984 until early 1998 when the bank was sold to Signal Corporation at that time. In 1993, as the CFO he was instrumental in taking the bank through a public offering. He stayed on with the surviving bank as a Senior Vice President and Senior Lender through 2001. In 2002, he was named President of a small \$250,000,000 community bank in Louisville Kentucky called First Bank. Mr. Robinson started his Career in 1980 as a CPA for Ernst and Whinney CPA's. Though the full scope of responsibilities have not been defined, he will have substantial oversight and input of some key operating components, strategic planning and project management for Lightyear Communications and will report directly to Sherman Henderson the Company's CEO and President

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

Prior to joining Lightyear in July, 1996, John Greive maintained a general practice as a partner with Chandler, Saksefski and Greive. John also worked as an associate in the corporate section of a mid-sized firm in Louisville, Kentucky. John is responsible for managing all legal and regulatory affairs including representing Lightyear before state and federal regulatory agencies. He received his B.S. in Mathematics from Bellarmine University and his Juris Doctorate from the University of Louisville. John also serves as the Corporate Secretary for Lightyear.

**Edward J. Wampler, Senior Vice President of Operations**

Edward J. Wampler, Senior Vice President of Operations, has played a critical role in Lightyear's Operations Department from the company's beginnings in 1993. He previously served as Operations Manager for Charter Network, where he directed marketing projects, implemented productivity reporting, created standard operations manuals, instituted performance standards, and was responsible for developing Charters customer service and order processing departments. Wampler also served as the manager for LCI International's customer service division after Charter Network was purchased. His Lightyear responsibilities include overseeing many facets of Lightyear's Operations, which include the Customer Service and Order Provisioning Divisions. Wampler received a B.A. in Economics from the University of Louisville.

**LIGHTYEAR NETWORK SOLUTIONS, LLC**  
**SENIOR MANAGEMENT KEY PERSONNEL (CONT'D)**

**Elaine G. Bush, Vice President of Finance**

Elaine G. Bush began her career with Lightyear in 1996 as Controller. She has since moved up to head the company's finance department as Vice President of Finance, where she supervises the company's financial reporting, commissions, Financial Billing Center, pricing and Collections. Before coming to Lightyear, Bush operated her own accounting consultancy, JG Enterprises, where she worked to set up accounting systems for Lightyear, her biggest client. Her background in accounting management is quite diverse, with her career spanning positions as Controller at Centran Corporation, Manager of Accounting Operations for Entrade Corporation, and Accounting Supervisor of NTS Corporation. She received her B.S. in Accounting at the University of Louisville and is a Certified Public Accountant.

**Rena Phillips, Vice President of Operations**

Rena Phillips began her career at Lightyear on October 3, 1993, as a Customer Service Representative. She has been involved with the Telecommunications Industry for approximately the past fifteen years in both the provisioning and customer services areas. As Vice President of Operations, Ms. Phillips will be responsible for the customer service and order provisioning divisions associated with the 1 + Switched and Local Products. Through her tenure at Lightyear, she has carried many titles, positions, and responsibilities. She has been instrumental in the development of our Order Provisioning and Customer Services Departments, and has been an influential driving force in the implementation of the new Arbor billing platform from a user's prospective. She has served as the Director of Order Provisioning, IT Director for the Arbor installation, served as the Chairperson of the Core Team for the development of the standards and operating procedures that govern the Arbor Billing system. Rena recently accepted the responsibility of managing the Arbor Conversion Clean-Up Project. Rena's in-depth knowledge of the traditional long distance business coupled with her local knowledge will be a continued asset to Lightyear.

**Kevin Shady, Vice President of Local Development**

Kevin Shady joined Lightyear in May 1994 as Product Manager, and worked his way up through many positions to become Vice President of Network Development. In this capacity, he works with Lightyear's vendor partners to negotiate product packages and evaluate network capacity. His areas of responsibility include Long Distance, Local and Data/Internet Services, as well as negotiating wholesale contracts with potential Agents and CLEC Management. He came to Lightyear from Brown & Williamson, where he worked in a wide variety of sales and marketing positions. Before entering the marketing field, he was an on-air correspondent at television stations in the Evansville, Ind., and market. Shady earned his M.B.A. from Indiana University.

**LIGHTYEAR NETWORK SOLUTIONS, LLC**  
**SENIOR MANAGEMENT KEY PERSONNEL (CONT'D)**

**Timothy J. Morgan, Vice President of Financial Billing**

Timothy J. Morgan came to Lightyear in 1996 as the Billing Manager. He has since been given additional responsibilities of Direct Commissions, Tax and Regulatory, and most recently, promoted to Vice President of Information Technology. Prior to working for Lightyear, Morgan worked in public accounting with the firm of Eskew & Gresham as both a field auditor and as part of Computer Consulting firm as an EDP auditor. His background also includes being Comptroller of a 7-bank holding company and working as a software developer in the health care industry. Morgan has been a certified public accountant in the state of Kentucky since 1986.

**J. Clay Masters, Vice President of Sales**

Clay Masters brings extensive leadership experience to Lightyear. After attending the University of Kentucky, Masters opened his own company and signed an Agent agreement with Lightyear. In 1996, Masters was recruited by Lightyear to be Manager of Business Development in order to help secure and complete contractual agreements with new Agents for the sale of telecommunications services to small to medium sized companies. Soon after joining Lightyear, Masters was promoted to Director of Business Development. In February 2002 he was promoted to Vice President of Sales responsible for all aspects of the Lightyear Agent Partner Channel.

**Josh Henderson, Vice President of Sales**

Mr. Henderson joined Lightyear in 1997. Before joining Lightyear, from 1995 to 1997, Mr. Henderson worked in Sales at Hands on Originals, an S&S Tire Company, running the College Wearable Division. Since joining Lightyear, he has served as Director of Emerging Markets in 1999, and as Senior Director in Lightyear's Northeast and Mid-Atlantic Markets in 2000. Mr. Henderson is responsible for twelve sales offices throughout the Southeast, Central, Midwest and Northeast Regions. He has a Bachelor of Science degree in Communications from the University of Kentucky.

**LIGHTYEAR NETWORK SOLUTIONS, LLC**

Exhibit F

Proposed Service Area Map

Lightyear seeks statewide authority to offer its services.

**LIGHTYEAR NETWORK SOLUTIONS, LLC**

Exhibit G

Illustrative Local Exchange Services Tariff

**ILLUSTRATIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST**

**ILLUSTRATIVE**

**Idaho**

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PRICE LIST

OF

**Lightyear Network Solutions, LLC**

This price list contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by Lightyear Network Solutions, LLC with principal offices at 1901 Eastpoint Parkway, Louisville, Kentucky 40223 for services furnished within the State of Idaho. This price list is on file with the Idaho Public Utilities Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

---

**TABLE OF CONTENTS**

Title Page ..... Title

Table of Contents..... 1

Check Sheet.....2

Explanation of Symbols.....4

Application of Price list .....5

Price list Format.....6

Section 1 - Definitions .....7

Section 2 - Rules and Regulations .....12

Section 3 - Service Areas.....50

Section 4 -Service Charges and Surcharges.....51

Section 5 -Network Services Descriptions.....53

Section 6 - Local Services Price List .....67

Section 7 -Directory Assistance and Listing Services.....77

Section 8 - Local Operator Services.....83

Section 9 - Long Distance Services .....86

Section 10 - Miscellaneous Services.....87

Section 11 - Special Arrangements.....90

Section 12 - Promotional Offerings .....91

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

---

**CHECK SHEET**

Pages of this price list are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original price list and are currently in effect as of the date on the bottom of this page.

<b>PAGE</b>	<b>REVISION</b>	<b>PAGE</b>	<b>REVISION</b>	<b>PAGE</b>	<b>REVISION</b>
1	Original *	27	Original *	53	Original *
2	Original *	28	Original *	54	Original *
3	Original *	29	Original *	55	Original *
4	Original *	30	Original *	56	Original *
5	Original *	31	Original *	57	Original *
6	Original *	32	Original *	58	Original *
7	Original *	33	Original *	59	Original *
8	Original *	34	Original *	60	Original *
9	Original *	35	Original *	61	Original *
10	Original *	36	Original *	62	Original *
11	Original *	37	Original *	63	Original *
12	Original *	38	Original *	64	Original *
13	Original *	39	Original *	65	Original *
14	Original *	40	Original *	66	Original *
15	Original *	41	Original *	67	Original *
16	Original *	42	Original *	68	Original *
17	Original *	43	Original *	69	Original *
18	Original *	44	Original *	70	Original *
19	Original *	45	Original *	71	Original *
20	Original *	46	Original *	72	Original *
21	Original *	47	Original *	73	Original *
22	Original *	48	Original *	74	Original *
23	Original *	49	Original *	75	Original *
24	Original *	50	Original *	76	Original *
25	Original *	51	Original *	77	Original *
26	Original *	52	Original *	78	Original *

\* - indicates those pages included with this filing

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

---

**CHECK SHEET, (CONT'D.)**

Pages of this price list are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original price list and are currently in effect as of the date on the bottom of this page.

<b>PAGE</b>	<b>REVISION</b>	<b>PAGE</b>	<b>REVISION</b>	<b>PAGE</b>	<b>REVISION</b>
79	Original *				
80	Original *				
81	Original *				
82	Original *				
83	Original *				
84	Original *				
85	Original *				
86	Original *				
87	Original *				
88	Original *				
89	Original *				
90	Original *				

\* - indicates those pages included with this filing

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

**EXPLANATION OF SYMBOLS, REFERENCE  
MARKS, AND ABBREVIATIONS OF TECHNICAL  
TERMS USED IN THIS PRICE LIST**

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

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

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

---

**APPLICATION OF PRICE LIST**

This price list sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by Lightyear Network Solutions, LLC, hereinafter referred to as the Company, to Customers within the State of Idaho. Lightyear's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This price list is on file with the Idaho Public Utilities Commission. In addition, this price list is available for review at the main office of Lightyear Network Solutions, LLC at 1901 Eastpoint Parkway, Louisville, KY 40223.

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

---

**PRICE LIST FORMAT**

**A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the price list. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

**B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the price list page in effect. Consult the Check Sheet for the page currently in effect.

**C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

**D. Check Sheets** - When a price list filing is made with the Commission, an updated Check Sheet accompanies the price list filing. The Check Sheet lists the pages contained in the price list, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The price list user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

---

**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 or corporation authorized by the Customer to be an end-user of the service of the Customer.

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

**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.

**Commission** - Idaho Public Utilities Commission.

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

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

---

**SECTION 1 - DEFINITIONS, (CONT'D.)**

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

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

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

**Customer Terminal Equipment** - Terminal equipment provided by the Customer.

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

**End Office** - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

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

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

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

---

**SECTION 1 - DEFINITIONS, (CONT'D.)**

**ICB** - Individual Case Basis.

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

**Hunting** - Routes a call to an idle station line in a prearranged group when the called station line is busy.

**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. Price list F.C.C. No. 4, or its successor price list(s).

**Lightyear** - Lightyear Network Solutions, LLC, issuer of this price list.

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

**NECA** - National Exchange Carriers Association.

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

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

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

**SECTION 1 - DEFINITIONS, (CONT'D.)**

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

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

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

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

**Serving Wire Center** - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

---

**SECTION 1 - DEFINITIONS, (CONT'D.)**

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

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

**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 price list, regardless of whether such person or entity is so authorized by the Customer.

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

---

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

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

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

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Terms and Conditions**

- A.** Service is provided on the basis of a minimum period of at least one month.
- B.** Except as otherwise stated in this price list, 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 price list. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C.** Except as otherwise stated in this tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice as set forth under the terms of the Service Order. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this price list prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D.** Service may be terminated upon written notice to the Customer if:
  - 1.** the Customer is using the service in violation of this price list; or
  - 2.** the Customer is using the service in violation of the law.
- E.** This price list shall be interpreted and governed by the laws of the state of Idaho regardless of its choice of laws provision.

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

---

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

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

**2.1.3 Terms and Conditions, (Cont'd.)**

- F.** Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G.** 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.
- H.** Lightyear reserves the right to move a Customer to a different service plan if usage or other service criteria are not met for the plan to which the Customer has subscribed or is presently enrolled.
- I.** The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company**

- A.** The provisions of this section of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of laws by the Company.
- B.** In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- C.** Except as provided in Paragraphs (A) and (B) of this Rule, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services or private line, alphabetical directory listings (excluding the use of bold type), and all other services shall in no event exceed an amount equal to the pro rata charges to the Customer for the periods during which the services or facilities area affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect of any one service or facility affects or diminishes the value of any other service, said liability shall include such diminution, but in no event shall exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- D.** The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.
- E.** The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Utility will give the customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and, if practicable, at times that will cause the least inconvenience.

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company**

- F.** Except for the extension of allowances to the Customer for interruptions in Service as set forth in this tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service or any failure in or breakdown of facilities associated with the Service.
- G.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- H.** The Company shall not be liable for any claims for loss or damages involving:
- 1.** Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
  - 2.** Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  - 3.** Any unlawful or unauthorized use of the Company's facilities and services;
  - 4.** Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company, (Cont'd.)****H. (Cont'd.)**

5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this price list;
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this price list;
11. Any noncompletion of calls due to network busy conditions;
12. Any calls not actually attempted to be completed during any period that Service is unavailable.

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company, (Cont'd.)**

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

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

---

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

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

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

- L.** Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- M.** THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- N. Directory Errors**

  - 1. The Company shall allow for errors or omissions in alphabetical telephone directories (excluding the use of bold-face type) an amount within the following limits:

    - (a) For listings in alphabetical telephone directories furnished without additional charge, no amount shall be allowed.
    - (b) For listings and lines of information in alphabetical telephone directories furnished at additional charge set forth in the Rate Schedules of this tariff, an amount not in excess of the charge for that listing or line of information during the effective life of the directory in which the error or omission occurred.
    - (c) For listings in information records furnished without additional charge, no amount shall be allowed.
    - (d) For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company, (Cont'd.)****O. With respect to Emergency Number 911 Service:**

1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company, (Cont'd.)**

- P. The included tariff language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

**2.1.5 Notification of Service-Affecting Activities**

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

**2.1.6 Provision of Equipment and Facilities**

- A. The Company shall use reasonable efforts to 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 price list. 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.

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.6 Provision of Equipment and Facilities, (Cont'd.)**

- D.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- 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 price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list 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.
  - (3)** network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

---

**SECTION 2 - RULES AND 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.

**2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this price list, 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 rate sheet remains in the Company, its partners, agents, contractors or suppliers.

---

Issued: April 12, 2004  
Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

---

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

**2.2 Prohibited Uses**

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may 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, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this price list will apply.

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.3 Responsibilities of the Customer****2.3.1 General**

- A.** The Customer is responsible for placing any necessary orders; for complying with price list regulations; for the placement of any stickers or tent cards provided by the Company or as required by law; and for assuring that Users comply with price list regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to Services provided or made available by the Customer to Users. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- B.** The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- C.** If required for the provision of the Company's Services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- D.** The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required by Company personnel to install, repair, maintain, program, inspect or remove equipment with the provision of the Company's Services.
- E.** The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or Services, that the signals emitted into the Company's Network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this price list, and that the signals do not damage equipment, injure personnel, or degrade Service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices.

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.3 Responsibilities of the Customer, (Cont'd.)****2.3.1 General****E. Continued**

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

**F.** The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by the negligent or willful acts of the Customer, Users, or others, by improper use of the Services, or by use of equipment provided by the Customer, Users, or others.

**G.** The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.

**H.** The Customer is responsible for payment of all charges for Services and equipment provided under this price list.

**I.** The Customer is responsible for compliance with the applicable regulations set forth in this price list.

**J.** The Customer shall indemnify and hold the Company harmless from all liability disclaimed by the Company as specified in this price list, arising in connection with the provision of Service by the Company, and shall protect and defend the Company from any suits or claims against the Company and shall pay all expenses and satisfy all judgments rendered against the Company in connection herewith.

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.3 Responsibilities of the Customer, (Cont'd.)****2.3.2 Liability of the Customer**

- A.** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C.** The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

---

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

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

**2.4.1 Unauthorized Use of the Network**

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

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.4 Customer Liability for Unauthorized Use of the Network, (Cont'd.)****2.4.1 Unauthorized Use of the Network, (Cont'd.)**

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

**2.4.2 Liability for Unauthorized Use**

- A. Except as provided for elsewhere in this price list, the Customer is responsible for payment of all charges for Services provided under this price list. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B. The Customer is responsible for payment of all outbound call charges arising from calls placed to a Customer's 800 service number, whether or not such calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.
- C. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages. The Company will take reasonable steps, upon verbal or written notification that fraud has occurred, or is believed to have occurred, to assist the customer in identifying the nature and/or source of the fraud, and in terminating the fraudulent use of the Customer's service. The Company will also assist the Customer in facilitating changes in phone numbers, and assist the Customer in identifying the perpetrator(s) of the fraud for purposes of pursuing civil remedies.

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

---

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

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

**2.4.2 Liability for Unauthorized Use, (Cont'd.)**

- D.** The Customer is responsible for payment of any charges related to the suspension and/or termination of Service, and any charges for reconnection of Service, incurred as a result of unauthorized use of the Network.

**2.4.3 Liability for Calling Card Fraud**

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

**2.4.4 Liability for Credit Card Fraud**

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

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.5 Customer Equipment and Channels****2.5.1 General**

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this price list. 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 price list.

**2.5.2 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, subject to prior Customer approval of the equipment expense.

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.5 Customer Equipment and Channels, (Cont'd.)****2.5.3 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 price lists of the other communications carriers that are applicable to such connections.
- C.** Facilities furnished under this price list may be connected to Customer-provided terminal equipment in accordance with the provisions of this price list. 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 price list 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).

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

---

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

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

**2.5.4 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 2.5.2A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B.** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- C.** If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Payment Arrangements****2.6.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) imposed on or based upon the provision, sale or use of Network Services.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

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

**2.6.2 Billing and Collection of Charges**

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

- A. Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Payment Arrangements, (Cont'd.)****2.6.2 Billing and Collection of Charges, (Cont'd.)**

- 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 the 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 price list or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E.** If any portion of the payment is received by the Company after the due date on the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company.
- F.** The Customer will be assessed a charge of twenty dollars (\$20.00) for each check or other payment type submitted by the Customer to the Company that a bank or other financial institution refuses to honor.
- G.** If service is disconnected by the Company in accordance with Section 2.6.6 following and later restored, restoration of service will be subject to all applicable installation charges.

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Payment Arrangements, (Cont'd.)****2.6.3 Disputed Bills**

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within a reasonable period of time after receipt of billing for those services and in accordance with Idaho law. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B. Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Idaho Public Utilities Commission, 472 West Washington, P.O. Box 83720, Boise ID 83720-0074; 208-334-0300 or 1-800-432-0369.
- C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

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

**2.6 Payment Arrangements, (Cont'd.)**

**2.6.4 Advance Payments**

The Company does not require advance payments.

**2.6.5 Deposits**

The Company does not require Customer deposits.

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

---

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

**2.6 Payment Arrangements, (Cont'd.)**

**2.6.6 Discontinuance of Service**

- A.** Service may be disconnected after seven (7) days written notice for any of the following reasons:
1. The Customer did not pay undisputed delinquent bills for local exchange services or paid a delinquent bill for local exchange services with any dishonored check.
  2. The Customer failed to abide by the terms of a payment arrangement.
  3. The Customer misrepresented the Customer's identity for the purpose of obtaining telephone service.
  4. The Company determines as prescribed by relevant state or other applicable standards that the Customer is willfully wasting or interfering with service through improper equipment or otherwise.
  5. The Customer is using service(s) for which the Customer did not apply.
- B.** At least twenty-four (24) hours before actual termination, the Company will attempt to contact the Customer affected to apprise the Customer of the proposed termination action and steps to take to avoid or delay termination. Service will not be terminated in the event that a formal or informal complaint concerning termination is filed with the Commission.

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

---

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

**2.6 Payment Arrangements, (Cont'd.)**

**2.6.6 Discontinuance of Service, (Cont'd.)**

- C. Service may be disconnected without notice and without incurring any liability for any of the following reasons:
1. A condition immediately dangerous or hazardous to life, physical safety or property exists, or it is necessary to prevent a violation of federal, state or local safety or health codes.
  2. The company is ordered to terminate service by any court, the Commission, or any other duly authorized public authority.
  3. In the event of fraudulent use of the Company's network, where the service(s) was (were) obtained, diverted or used without the authorization or knowledge of the Company, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
  4. The Company has tried diligently to meet the notice requirements but has been unsuccessful in its attempt to contact the Customer affected.
  5. The Customer has misrepresented the Customer's identity for purposes of obtaining telephone service and has an outstanding bill exceeding \$100.
  6. Upon the Company's discontinuance of service to the Customer under Section 2.6.6 A. or 2.6.6 C., the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this price list, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Payment Arrangements, (Cont'd.)****2.6.7 Cancellation of Application for Service**

- A.** Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B.** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, 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.
- 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 2.6.7 B. and 2.6.7 C. will be calculated and applied on a case-by-case basis.

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

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

**2.6 Payment Arrangements, (Cont'd.)**

**2.6.8 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.

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.7 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this price list by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

**2.7.1 General**

- A. Service Outage:** A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a cross-talk, static or other transmission problem, the Company will respond to a Customer's report of such a "service outage" in accordance with IDAPA 31.41.01 Rule 503. Customer's bills will be appropriately and automatically credited pursuant to the terms of Rule 503.
- B. Receipt and Recording of Reports:** The Company will provide for the receipt of Customer trouble reports at all hours and make a full and prompt investigation of and response to all reports. The Company will maintain an accurate record of trouble reports made by its Customers. This record will include accurate identification of the Customer or service affected, the time, date and nature of the report, the action taken to clear the trouble or satisfy the Customer, and the date and time of trouble clearance or other disposition. This record will be available to the Commission or its authorized representatives upon request at any time within two (2) years of the date of the record.
- C. Repair Commitments:** Commitments to the Customer for repair service will be set in accordance with Rule 503. The Company will make every reasonable attempt to fulfill repair commitments to its Customers. Customers will be timely notified of unavoidable changes. Failure to meet a repair commitment does not relieve the Company of the credited provisions in Rule 503.01, unless the Customer fails to keep an appointment the Customer agreed to when the original commitment was made.

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.7 Allowances for Interruptions in Service, (Cont'd.)****2.7.1 General, (Cont'd.)**

- D. Restoration of Service:** When the company providing local exchange is informed by a Customer of a local exchange service outage, the Company will:
- a) restore service within sixteen (16) hours after the report of the outage if the Customer notifies the Company that the service outage creates an emergency for the Customer, or
  - b) restore service within twenty-four (24) hours after the report of the outage if no emergency exists, except that outages reported between noon on Saturday and 6:00 p.m. on the following Sunday must be restored within forty-eight (48) hours or by 6:00 p.m. on the following Monday, which ever is sooner. If the Company does not restore service within the times required by this subsection, the Company will credit the Customer's account for an amount equal to the monthly rate for one (1) month of basic local exchange service.
- E. Extenuating Circumstances:** Following disruption of local exchange service caused by natural disaster or other causes not within the Company's control and affecting large groups of Customers, or in conditions where the personal safety on an employee would be jeopardized, the Company is not required to provide the credit referred to in Subsection 503.01 as long as it uses reasonable judgment and diligence to restore service, giving due regard for the needs of various Customers and the requirements of the telecommunications service priority (TSP) program ordered in FCC Docket 88-341. When a Customer causes the Customer's own service outage or does not make a reasonable effort to arrange a repair visit within the service restoration deadline, or when the Company determines that the outage is attributable to the Customer's own equipment or inside wire, the Company is not required to provide to that Customer the credit referred to in Subsection 503.01.
- F. Compliance Standard:** Each month at least ninety percent (90%) of out-of-service trouble reports will be cleared in accordance with Subsection 503.01 and 503.02. The Company will keep a monthly service record as described in Subsection 502.01 and will notify the Commission whenever the record indicates the ninety percent (90%) level has not been met for a period of three (3) consecutive months.

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.8 Use of Customer's Service by Others****2.8.1 Resale and Sharing**

Services provided in this price list 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 price list 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.

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

---

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

If a Customer cancels a Service Order or terminates services before the completion of a term agreement, for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

**2.9.1 Termination Liability**

Unless otherwise specified in this price list or in the customer's contract, the Customer's termination liability for cancellation of service shall be equal to:

- A.** all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B.** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C.** all Recurring Charges specified in the applicable price list for the balance of the then current term;
- D.** minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.10 Customer Responsibility****2.10.1 Cancellation by Customer**

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

**2.11 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to any subsidiary, parent company or affiliate of the Company; or pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

---

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

**2.12 Notices and Communications**

- 2.12.1** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.12.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.12.3** Except as otherwise stated in this price list, all notices or other communications required to be given pursuant to this price list will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.12.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.13 Taxes, Fees and Surcharges**

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer, where permitted by law. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, Gross Receipts Tax, Idaho Telecommunications Service Assistance Program, and Universal Service. Unless otherwise specified in this price list, such taxes, fees and surcharges are in addition to rates as quoted in this price list and will be itemized separately on Customer invoices.

**2.14 Miscellaneous Provisions****2.14.1 Telephone Number Changes**

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for a minimum of ninety (90) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

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

**2.14.2 Maintenance and Operations Records**

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

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

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

**2.15 Toll-Free Services**

- 2.15.1** The Company will make every effort to reserve toll free (i.e., "800/888") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.15.2** The Company will participate in porting toll free numbers only when all charges incurred as a result of the toll free number have been paid.
- 2.15.3** Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this price list, the Company will only honor Customer requests for a change in Responsible Organization or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.
- 2.15.4** If a Customer who has received a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for us by another Customer.

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

**SECTION 3 - SERVICE AREAS**

**3.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) Qwest.

The Company will mirror the local exchange service area, not including the extended service area, of Qwest.

---

Issued: April 12, 2004

Issued by:

John J. Greive

Vice President of Regulatory Affairs and General Counsel

1901 Eastpoint Parkway

Louisville, KY 40223

Effective:

IDL0400

**SECTION 4 - SERVICE CHARGES AND SURCHARGES**

**4.1 Service Order and Change Charges**

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 Connection 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.

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 Qwest Service Areas**

	<u>Business</u>	<u>Residential</u>
Line Connection Charge		
First Line	\$	\$
Each Additional Line	\$	\$
Service Transfer from a different Carrier, per line	--	--
Account Change Charge, per order	\$	\$

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

**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 Charge is applied when Company personnel are dispatched to the Customer premises.

<u>Duration of time, per technician</u>	<u>Business &amp; Residential</u>
Per Premises Visit	\$

**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.

	<u>Business</u>	<u>Residential</u>
Per occasion	\$	\$

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

---

**SECTION 5 - NETWORK SERVICES DESCRIPTIONS**

**5.1 General**

**5.1.1 Lightyear Local Services**

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

LightyearHOME<sup>SM</sup> Service  
Lightyear Biz<sup>SM</sup> Service  
Optional Calling Features  
Listing Services (including Non Published and Non-Listed Services)  
Directory Assistance  
Operator Services  
IntraLATA Long Distance Services

**5.1.2 Application of Rates and Charges**

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

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

---

**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, Idaho 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.

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

---

**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.2 Call Timing for Usage Sensitive Services**

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

- 5.2.1** Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 5.2.2** Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 5.2.3** Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 5.2.4** All times refer to local time.

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

---

**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.3 LightyearHOME<sup>SM</sup> Service**

LightyearHOME<sup>SM</sup> 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 LightyearHOME<sup>SM</sup>, Customers receive special rates for local service and calling features. Depending upon the plan chosen, long distance service and voice mail may be included in the monthly rate for service. Other long distance service options are available in Lightyear's interexchange price list on file with the Commission.

LightyearHOME<sup>SM</sup> 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 price list and in the Customer's letter of authorization for service. The Company also reserves the right to move the Customer to another eligible rate plan if usage exceeds 3000 minutes in a single billing period or if other criteria are not met for the plan to which the Customer has subscribed or is presently enrolled.

Recurring charges for LightyearHOME<sup>SM</sup> 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 price list apply when service is provided pursuant to a term contract. LightyearHOME<sup>SM</sup> is not available for resale.

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

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

**5.4 LightyearBiz<sup>SM</sup> Service**

---

Issued: April 12, 2004

Issued by:

John J. Greive

Vice President of Regulatory Affairs and General Counsel

1901 Eastpoint Parkway

Louisville, KY 40223

Effective:

IDL0400

---

**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.5 Optional Calling Features**

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

**5.5.1 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 Line:** 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 Don't 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.

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

---

**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.5 Optional Calling Features, (Cont'd.)****5.5.1 Feature Descriptions, (Cont'd.)**

**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.

**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.

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

---

**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.5 Optional Calling Features, (Cont'd.)****5.5.1 Feature Descriptions, (Cont'd.)**

**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.

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

---

**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.5 Optional Calling Features, (Cont'd.)****5.5.1 Feature Descriptions, (Cont'd.)**

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

**Deluxe Caller ID:** 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.

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

---

**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.5 Optional Calling Features, (Cont'd.)****5.5.1 Feature Descriptions, (Cont'd.)**

**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.

**Hunting:** Routes a call to an idle station line in a prearranged group when the called station line is busy.

**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.

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

---

**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.5 Optional Calling Features, (Cont'd.)****5.5.1 Feature Descriptions, (Cont'd.)**

**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.

**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

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

---

**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.5 Optional Calling Features, (Cont'd.)****5.5.1 Feature Descriptions, (Cont'd.)**

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

**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.

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

---

**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.6 Listing Services**

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge. See Section 7.1 of this price list.

**5.6.1 Non-published Service**

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records. See Section 7.2 of this price list.

**5.6.2 Non-listed Service**

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau. See Section 7.3 of this price list.

**5.7 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. See Section 7.4 of this price list.

**5.8 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 price list.

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

---

**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.9 IntraLATA Long Distance Services**

Customers may subscribe to intraLATA and interLATA long distance services offered by the Company. Such services are described in the Company's Idaho Price List No. 1. Customers have the option of selecting another carrier as their primary intraLATA and/or interLATA long distance carrier. Some local services packages require presubscription to Lightyear's long distance service, as described in Section 5 of this tariff.

**5.10 Miscellaneous Services****5.10.1 Presubscription Services**

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

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

---

**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 the section are applicable where the Company provides specified local exchange services to Customers through resale of Qwest 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 Idaho Public Utilities Commission.

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

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

**6.2 LightyearHOME<sup>SM</sup> Service**

**6.2.1. Lightyear Opportunity Plan**

With the Opportunity Plan, the residential Customer receives unlimited local calling, unlimited domestic long distance 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. IntraLATA and InterLATA presubscription to Lightyear's long distance are required. 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.

The following features are included in the rate for the first line: Call Forwarding Variable, Call Return, Call Waiting Deluxe, Deluxe Caller ID, Repeat Dial, and Three Way Calling. Additional features may be ordered separately at the Customer's option.

**A. Opportunity Rates and Charges**

Monthly Rate, First Line	\$
Each Additional Line:	\$

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

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

**6.2 LightyearHOME<sup>SM</sup>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. Starter Plan local customers receive Starter Long Distance Service at special rates as set forth in the Company's Idaho long distance price list on file with the Commission. IntraLATA and InterLATA presubscription to Lightyear's long distance service are required. 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.

The following features are included in the rate for the first line: Call Forwarding Variable, Call Return, Call Waiting Deluxe, Deluxe Caller ID, Repeat Dial, and Three Way Calling. Additional features may be ordered separately at the Customer's option.

**A. Starter Plan Rates and Charges**

Monthly Rate, First Line	\$
Each Additional Line:	\$

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

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

**6.3 Lightyear Biz<sup>SM</sup> Service**

**6.3.1 Lightyear BizValue<sup>SM</sup> Plan**

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

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

**6.3 Lightyear Biz<sup>SM</sup> Service, (Cont'd.)**

**6.3.2 Lightyear BizUnlimited<sup>SM</sup> Plan**

**6.4 Lightyear BizUnlimited<sup>SM</sup> Plan**

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

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

**6.5 Other Monthly Recurring Charges**

**6.5.1 End-User Common Line (EUCL) Recovery Charge**

The following charge applies to recovery of End User Common Line charges billed to the Company by the Incumbent LEC.

	<u>Rate Per Month</u>
Primary Residential Line	\$
Each Additional Residential Line	\$
Single Line Customer, Per Line	\$
Multiline Customer, Per Line	\$

**6.5.2 Service Provider Local Number Portability End User Line Charge**

This charge allows a Customer, where facilities permit, to maintain the same Directory Number when changing from one telecommunications provider to another while staying at the same location. This charge also allows all customers to complete local calls to numbers that have been ported. This charge applies to all lines which are portable between telecommunications service providers. An end user line is deemed to be portable at the time the NPA-NXX serving that line is capable of providing Local Number Portability.

End User Line Charges:

	<u>Rate Per Month</u>
Per Line	\$

Issued: April 12, 2004

Effective:

Issued by: John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

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

**6.5 Other Monthly Recurring Charges**

**6.5.1 End-User Common Line (EUCL) Recovery Charge**

The following charge applies to recovery of End User Common Line charges billed to the Company by the Incumbent LEC.

	<u>Rate Per Month</u>
Primary Residential Line	\$
Each Additional Residential Line	\$
Single Line Customer, Per Line	\$
Multiline Customer, Per Line	\$

**6.5.2 Service Provider Local Number Portability End User Line Charge**

This charge allows a Customer, where facilities permit, to maintain the same Directory Number when changing from one telecommunications provider to another while staying at the same location. This charge also allows all customers to complete local calls to numbers that have been ported. This charge applies to all lines which are portable between telecommunications service providers. An end user line is deemed to be portable at the time the NPA-NXX serving that line is capable of providing Local Number Portability.

End User Line Charges:

	<u>Rate Per Month</u>
Per Line	\$
Per PBX Trunk	\$

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

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

**6.5 Other Monthly Recurring Charges, (Cont'd.)**

**6.5.3 FCC Universal Service Fee**

The following charge applies to recovery of End User Common Line charges billed to the Company by the Incumbent LEC.

Primary Residential Line	\$
Each Additional Residential Line	\$
Single Line Business, Per Line	\$
Multiline Customer, Per Line	\$

**6.6 Nonrecurring Charges**

Nonrecurring charges apply to each line installed for the Customer. The applicable nonrecurring charges to install service are shown in Section 4.1 of this price list. All such charges will appear on the next bill following installation of the service.

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

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

**6.7 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 Price list.

**6.7.1 Features Offered on a Usage Sensitive Basis**

The following features are available to all local exchange Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

Optional Calling Features	Business/Residential
Three-Way Calling	\$
Call Return	\$
Repeat Dialing	\$
Calling Number Delivery Blocking, Per Call	\$

Denial of per call activation for Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

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

**6.7 Optional Calling Features, (Cont'd.)**

**6.7.2 Features Offered on Monthly Basis**

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. Discounts associated with term contracts are available as specified in Section 5.4.1 of this price list.

Optional Calling Feature	Business	Residential
Anonymous Call Rejection	\$	\$
Call Block	\$	\$
Call Forwarding Busy Line, Basic	\$	\$
Call Forwarding Don't Answer, Basic	\$	\$
Call Forwarding Variable	\$	\$
Call Return	\$	\$
Call Selector	\$	\$
Call Trace	\$	\$
Call Waiting Deluxe	\$	\$
Calling Number Delivery Block	\$	\$
Deluxe Caller ID	\$	\$
Distinctive Ring	\$	\$

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

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

**6.7 Optional Calling Features, (Cont'd.)**

**6.7.2 Features Offered on Monthly Basis, (cont'd.)**

Optional Calling Feature	Business	Residential
Preferred Call Forwarding	\$	\$
Privacy ID (Director)	\$	\$
Repeat Dialing	\$	\$
Speed Calling (8 Codes)	\$	\$
Speed Calling (30 Codes)	\$	\$
Three Way Calling	\$	\$

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

---

**SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES****7.1 Directory Listings****7.1.1 General**

The following rules apply to standard listings in lightface 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

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

---

**SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (CONT'D.)****7.1 Directory Listings, (Cont'd.)****7.1.2 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 business and 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.

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

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

**7.1 Directory Listings, (Cont'd.)**

**7.1.2 Listings**

**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.

**7.1.3 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	Business	Residential
Additional Listings	\$	\$

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

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

**7.2 Non-Published Service**

**7.2.1 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.

**7.2.2 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

	<u>Business</u>	<u>Residential</u>
Month-to-Month:	\$	\$
One Year Term	\$	\$

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

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

**7.3 Non-Listed Service**

**7.3.1 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.

**7.3.2 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.

**7.3.3 Rates and Charges**

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

<u>Non-listed service charge, per month</u>	<u>Business</u>	<u>Residential</u>
Month-to-Month	n/a	\$
One Year Term	\$	n/a

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

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

**7.4 Directory Assistance Services**

**7.4.1 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 Idaho Price List No. 1.

	<u>Business/Residential</u>
Each Local Directory Assistance Call	\$
Each IntraLATA Long Distance Directory Assistance Call	\$

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

---

**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.

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

---

**SECTION 8 - LOCAL OPERATOR SERVICES, (CONT'D.)****8.2 Local Operator Assisted Services, (Cont'd.)****8.2.2 Available Billing Arrangements**

- A. Calling Card** - A billing arrangement whereby the originating caller may bill the charges for a call to an approved LEC-issued calling card. The terms and conditions of the local exchange carrier apply to payment arrangements.
- B. Collect Billing** - A billing arrangement whereby the originating caller may bill charges for a call to the called party, provided the called party agrees to accept the charges. The terms and conditions of the called party's local exchange company apply to payment arrangements.
- C. Commercial Credit Card** - A billing arrangement whereby the originating caller may bill the charges for a call to an approved commercial credit card. The terms and conditions of the credit card company apply to payment arrangements.
- D. Third Party Billing** - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number. The terms and conditions of the third party's local exchange company apply to payment arrangements.

**8.2.3 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.

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

**SECTION 8 - LOCAL OPERATOR SERVICES, (CONT'D.)**

**8.2 Local Operator Assisted Services, (Cont'd.)**

**8.2.4 Rates and Charges**

**A. Local Operator Services**

1. Usage Charges:

No usage charges apply.

2. Local Per Call Charges:

	<u>Per Call</u>
Customer Dialed Calling/Credit Card	\$
Operator Assisted Station to Station	\$
Operator Assisted Person-to-Person	\$

**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.

Per Busy Line Verification, Per Call	\$
Per Line Interruption, Per Call	\$

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

---

**SECTION 9 - LONG DISTANCE SERVICES****9.1 IntraLATA Long Distance Services**

Customers may subscribe to intraLATA and interLATA long distance services offered by the Company. Such services are described in the Company's Idaho Price List No. 1. Customers have the option of selecting another carrier as their primary intraLATA and/or interLATA long distance carrier. Some local services packages require presubscription to Lightyear's long distance service, as described in Section 5 of this tariff.

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

---

**SECTION 10 - MISCELLANEOUS SERVICES****10.1 Carrier Presubscription****10.1.1 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.

**10.1.2 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 may 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.

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

---

**SECTION 10 - MISCELLANEOUS SERVICES, (CONT'D.)****10.1 Carrier Presubscription, (Cont'd.)****10.1.3 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:

**10.1.4 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 Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

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

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

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400

**SECTION 10 - MISCELLANEOUS SERVICES, (CONT'D.)**

**10.1 Carrier Presubscription, (Cont'd.)**

**10.1.5 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.

**B. Nonrecurring Charges**

Presubscription Change Charge,

Per line, trunk, or port: \$

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

---

**SECTION 11 - SPECIAL ARRANGEMENTS****11.1 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 price list. Rates quoted in response to such competitive requests may be different than those specified for such services in this price list. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

**11.2 Contracts**

The Company may provide any of the services offered under this price list, 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 price list 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.

---

Issued: April 12, 2004

Effective:

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

IDL0400

---

**SECTION 12 - PROMOTIONAL OFFERINGS**

**12.1 Special Promotions**

The Carrier may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular price list offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission.

**12.2 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 price list).

---

Issued: April 12, 2004

Issued by:

John J. Greive  
Vice President of Regulatory Affairs and General Counsel  
1901 Eastpoint Parkway  
Louisville, KY 40223

Effective:

IDL0400