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KENTUCKY STATE COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICE GUIDE

BELLSOUTH LONG DISTANCE, INC. d/b/a AT&T LONG DISTANCE SERVICE

This Service Guide contains Competitive Local Telecommunications Services offered on a detariffed basis.

Under certain circumstances, funds provided under the American Recovery and Reinvestment Act of 2009 ("ARRA") may be subject to certain restrictions, requirements and reporting obligations. AT&T may be subject to some of these restrictions, requirements and reporting obligations when Services and Service Components are purchased with ARRA funds. In order to comply with the restrictions, requirements and reporting obligations associated with the use of ARRA funds (if any), AT&T must be apprised of them before provisioning the Services or Service Components. Accordingly, the Services and Service Components provided under this Guidebook shall not be used to support the performance of any portion of a project or program which has been funded in whole or in part with grants, loans or payments made pursuant to the ARRA, without the prior written agreement of AT&T and Customer regarding any specifically applicable terms, conditions and requirements. Customer shall provide AT&T with prior written notice before placing any order that may be funded in whole or in part with ARRA funds. If Customer fails to provide such prior written notice of ARRA funding; or if the parties cannot agree on the terms and conditions (if any) applicable to an ARRA funded order; or if any terms, conditions or requirements (other than those to which AT&T specifically agrees in such separate writing) are found to be applicable, then AT&T may, in its sole discretion, reject such order or immediately terminate provision of any affected Service or Service Component without further liability or obligation.

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SYMBOLS

The following symbols are used for identifying changes in the Guidebook content:

- C Changed Term or Changed Text
- D Deleted Text, Discontinued Rate, or Discontinued Term
- I Increased Rate
- N New Text
- R Rate Reduction
- n Moved Text where n is equal to the next available numeric on the page

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SECTION 1 – DEFINITIONS AND ABBREVIATIONS

Access Line - A facility arrangement which connects Customer's or Authorized User's location to the Company's network switching center.

Authorized User - A person, firm, corporation or other entity which is authorized by the Customer to use the Company's Service under the terms and regulations of this pricing and service guide.

BellSouth Long Distance - Refers to BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service.

BellSouth Telecommunications, Inc. - Refers to BellSouth Telecommunications, Inc., a sister company of BellSouth Long Distance, Inc. BellSouth Telecommunications, Inc. provides various services in the state of Alabama, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina or Tennessee.

Business Customer - For the purposes of this pricing and service guide, a Business Customer is a Customer of the Company whose primary use of the Company's Service is for business purposes. A Business Customer is also a Customer who accesses the Company's Service using a presubscribed Access Line that has been assigned a business class of service by the local service provider.

Carrier - BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service.

Commission - Refers to The Kentucky Public Service Commission.

Company - BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service.

Customer - The natural person or legal entity which orders Service and is therefore responsible for the payment of charges due as a result of using the Service and for compliance with the Company's pricing and service guide. The Customer may be a certified reseller of telecommunications services who, under the terms of a Service Agreement, orders or uses Service and is therefore responsible for the payment of charges due and for compliance with the Company's pricing and service guide regulations.

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SECTION 1 – DEFINITIONS AND ABBREVIATIONS

Dedicated Access - A method of reaching the Company's Services whereby the Subscriber is connected directly to the Company's access point without utilizing the services of the local switched network.

Independent Territory - Independent Telephone Company locations outside of the BellSouth Telecommunications Service area.

LATA - A geographic area existing on February 8, 1996, as previously established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, or established by a Bell operating company after February 8, 1996, and approved by the FCC.

Premises - A building or buildings on contiguous property.

Service - Any or all Service(s) provided by Company to Customer(s) pursuant to this pricing and service guide.

Service Area - The geographic area in which the Customer may access and use Service.

Special Access - See Dedicated Access.

Subscriber - The person, firm, Customer, corporation or other entity that arranges for the Company to provide, discontinue or rearrange telecommunications Services on behalf of itself or others under the provisions and terms of this pricing and service guide.

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SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company

Service is offered to Business Customers of the Company to provide advanced data services originating and terminating within the State of Kentucky. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All Services are provided subject to the terms and conditions set forth in this pricing and service guide. In the event of a conflict between a contract entered into by the Company and this pricing and service guide, the terms of this pricing and service guide shall prevail.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

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SECTION 2 – RULES AND REGULATIONS

2.2 Limitations on Service

- 2.2.1 Service is offered subject to the availability of the necessary facilities and subject to the provisions of this pricing and service guide.
- 2.2.2 Company reserves the right to discontinue furnishing Service, or to limit the use of Service, when necessitated by conditions beyond its control, when Customer or an Authorized User is using Service in violation of the law or in violation of the provisions of this pricing and service guide, or for non-payment by Customer.
- 2.2.3 Service provided under this pricing and service guide is directly controlled by Company, and Customer may not transfer or assign the use of Service, except with the prior written consent of Company. Such transfer or assignment shall only apply where there is no interruption in the use or location of Service, and all regulations and conditions contained in this pricing and service guide, as well as all conditions for Service, shall apply to all such permitted assignees or transferees.
- 2.2.4 Customer may, where applicable, request Company to assign one or more sub-accounts for billing purposes and to direct sub-account invoices to affiliates of Customer or other designated entities for payment purposes. Such requests shall not affect the liability of Customer, who shall remain solely liable to Company for payment of all invoices for Service requested and obtained by Customer, whether invoiced by Company to Customer, its affiliates, or other designated entities.
- 2.2.5 Service may not be used for any unlawful purpose.
- 2.2.6 Intrastate Services are provided only in conjunction with interstate Services.
- 2.2.7 Service is offered subject to the limitations contained in 47 U.S.C. Section 271 until such time as the Company may be relieved of such limitations. This subsection shall not apply to Service when the Company is relieved of the referenced limitations.

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SECTION 2 – RULES AND REGULATIONS

2.2 Limitations on Service, (Cont'd.)

2.2.8 The rates, terms and conditions contained in the original pages (and, unless specifically noted otherwise, any revised pages submitted prior to relief from the limitations of 47 U.S.C. Section 271) are established to comply with Commission requirements and permit certification of the Company. Because the date of relief from the limitations referenced in 2.2.7 is uncertain, the Company is not submitting at this date the details of offers it may make to customers when it has authority to offer in-region interLATA services (as defined in 47 U.S.C. Section 271) in Kentucky, and the rates, terms and conditions effective until such relief are not necessarily evidence of offers that may be made. Such offers will be made in accordance with Commission requirements when the Company can compete for customer's in-region interLATA business in Kentucky.

2.3 Limitations on Liabilities

- 2.3.1 Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services, or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.14.
- 2.3.2 Except for the extension of allowances to the Customer for interruptions in Service as set forth in this pricing and service guide, 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.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2 – RULES AND REGULATIONS

- 2.3 Limitations on Liabilities, (Cont'd.)
 - 2.3.4 The Company shall not be liable for any claims for loss or damages involving:
 - (A) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with Services provided by the Company; or (c) common carriers or warehousemen;
 - (B) 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, acts of terrorism 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;
 - (C) Any unlawful or unauthorized use of the Company's Services;
 - (D) Libel, slander, invasion of privacy or infringement of trademarks, patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company provided facilities or Services; or by means of the combination of Company provided facilities or Services with Customer provided services;
 - (E) Breach in the privacy or security of communications transmitted over the Company's Service.

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SECTION 2 – RULES AND REGULATIONS

2.3 Limitations on Liabilities, (Cont'd.)

2.3.4 (Cont'd.)

- (F) 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 paragraph 2.3.1 of this Subsection;
- (G) Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof;
- (H) 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.

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SECTION 2 – RULES AND REGULATIONS

- 2.3 Limitations on Liabilities, (Cont'd.)
 - 2.3.5 The Company shall be indemnified, defended and held harmless by the Customer 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 or 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.
 - 2.3.6 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 of the Service.

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SECTION 2 – RULES AND REGULATIONS

2.4 Cancellation or Discontinuance of Service by the Company

Without incurring any liability, the Company may, under the following conditions, cancel Service prior to commencement and/or discontinue Service that is being furnished for the following reasons; provided that, unless otherwise stated, Customer shall be given proper notice of such cancellation or discontinuance of Service:

- 2.4.1 Without notice, for noncompliance with or violation of any applicable State, municipal or Federal law, ordinance or regulation or noncompliance with or violation of any Commission regulation, provided that notice may be required by order of such regulatory authorities.
- 2.4.2 For Customer's or Authorized User's refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company.
- 2.4.3 For noncompliance with any of the provisions of this pricing and service guide governing Service.
- 2.4.4 For nonpayment of any sum due the Company for more than thirty (30) days after delivery of an invoice to the custody of the U.S. Mail or other standard delivery service.
- 2.4.5 Without notice, in the event of Customer's or Authorized User's use of equipment in such a manner as to adversely affect the Company's equipment or Service to others.
- 2.4.6 Without notice, in the event of unauthorized or fraudulent use of Service. Whenever Service is discontinued for unauthorized use of Service, the Company may, before restoring Service, require Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate unauthorized use and to pay to the Company an amount reasonably estimated by the Company as the loss in revenues to the Company resulting from such unauthorized use plus claims lodged against the Company by third parties.
- 2.4.7 Without notice, by reason of any order or decision of a court or other government authority having jurisdiction that prohibits the Company from furnishing Service to Customer or its Authorized Users.

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SECTION 2 – RULES AND REGULATIONS

- 2.5 Cancellation or Termination of Service by Customer
 - 2.5.1 Service shall be canceled by Company promptly upon receipt of a cancellation request from Customer. Upon cancellation a final bill will be prepared, as per the specifications set forth in this pricing and service guide. The Customer shall be liable for all recurring charges prior to proper notice if a change in presubscribed carrier is initiated by the Customer.
 - 2.5.2 Cancellation by Customer Prior to Commencement of Service
 - (A) For Services Other than Packet Service Line and Frame Relay Service:

No charge applies when the applicant cancels an application for service prior to the start of installation or special construction.

When an applicant cancels an application for service after the start of installation or special construction, the applicant shall pay a cancellation fee which is the lesser of 1) the costs incurred by the Carrier, or 2) the charge for the minimum period of the service ordered, plus applicable installation charges.

Customers are responsible for all charges, including fixed fees, which accrue up to the cancellation date.

(B) For Frame Relay Service and Packet Service Line:

If applicant orders service from Carrier and then cancels the service request prior to the service commencement date or start of service, Carrier may assess a charge to the Customer as described below:

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SECTION 2 – RULES AND REGULATIONS

- 2.5 Cancellation or Termination of Service by Customer, (Cont'd.)
 - 2.5.2 Cancellation by Customer Prior to Commencement of Service, (cont'd.)
 - (B) For Frame Relay Service and Packet Service Line:, (continued)

These cancellation charges vary based upon the facility bandwidth ordered and/or whether a Local Service Request has been placed with the appropriate Local Exchange Company (LEC). Pre-LSR is defined as the period before the Carrier places a service request with the LEC. Post-LSR is defined as the period after the Carrier places a service request with the LEC.

Cancellation charges will be as follows:

| | DS-0 Level PSL/Port | DS-1 Level PSL/Port | DS-3 Level PSL/Port |
|----------|------------------------|------------------------|------------------------|
| Pre-LSR | \$450.00 | \$ 500.00 | \$1125.00 |
| Post-LSR | \$900.00 | \$1,000.00 | \$2250.00 |

2.6 Restoration of Service

The use and restoration of Service shall in all cases be in accordance with the priority system specified in Part 64, Subpart D, of the Rules and Regulations of the Federal Communications Commission.

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SECTION 2 – RULES AND REGULATIONS

2.7 Payment and Billing

- 2.7.1 Service is provided and billed by the Company on a monthly basis. Usage sensitive charges are billed in arrears and fixed monthly recurring charges, if any, are billed one month in advance. The Customer shall pay monthly in advance or on demand all monthly recurring charges for Service and shall pay on demand all charges for usage at any agency duly authorized to receive such payments.
- 2.7.2 Bills are due and payable upon receipt. Interest at the lesser of a rate of one and one-quarter percent (1.25%) per month, or the maximum rate allowed by law, shall be charged. The 1.25% charge is applied to all new charges on a customer's previous month's bill which were not paid prior to the next billing date. Additional penalty charges shall not be assessed on unpaid penalty charges.
- 2.7.3 Should service be suspended for nonpayment of charges, it will be restored when appropriate payments are made.
- 2.7.4 When service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Reestablishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this pricing and service guide.
- 2.7.5 In its discretion, the Company may restore or reestablish service which has been suspended or disconnected for nonpayment of charges, prior to payment of all charges due. Such restoration or reestablishment shall not be construed as a waiver of any rights to suspend or disconnect service for nonpayment of any such or other charges due and unpaid or for the violation of the provisions of this pricing and service guide; nor shall the failure to suspend or disconnect service for nonpayment of any past due account or accounts operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.

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SECTION 2 – RULES AND REGULATIONS

- 2.7 Payment and Billing, (Cont'd.)
 - 2.7.6 The Company may demand an additional deposit under the following circumstances:
 - (A) Where Service is terminated or abandoned.
 - (B) Where actual usage is two times greater than the Customer's average usage as reflected on the monthly bills for the three months prior to the current bill or, in the case of a new Customer who has been receiving Service for less than four months, where the actual usage is twice the estimated monthly usage charge.
 - (C) Where the Company has reason to believe that a Business Customer is about to go out of business or that bankruptcy is imminent for that Customer.
 - 2.7.7 A charge of \$20.00 will apply whenever a check, draft, or electronic funds transfer presented for payment for service is not accepted by the institution on which it is written.
 - 2.7.8 If notice from Customer of a dispute as to charges is not received in writing by the Company within forty-five (45) days after delivery of an invoice to the custody of the U.S. Mail or other standard delivery service, the billing will be considered correct and binding. Contested charges will be handled in accordance with 807 KAR 5:006, Section 9.

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SECTION 2 – RULES AND REGULATIONS

- 2.8.1 Each applicant for Service will be required to establish credit. Any applicant whose credit has not been duly established and acceptable to the Company may be required at the time of application to make a deposit to be held as a guarantee of payment of charges. In addition, an existing Customer may be required to make a deposit or increase a deposit presently held.
- 2.8.2 A deposit is not to exceed one month's Service and the estimated usage charges for two (2) month's service plus installation. A Deposit will be returned as follows:
 - (A) When an application for service has been canceled prior to the establishment of Service. The deposit will be applied to any charges applicable in accordance with this pricing and service guide and the excess portion of the deposit, if any, will be returned.
 - (B) Upon termination of Service, the deposit and accrued interest, as described herein, will be applied to any charges applicable in accordance with this pricing and service guide and the excess portion of the deposit, if any, will be returned promptly.
- 2.8.3 Interest will be paid on all sums held on deposit at the rate of six percent annually. The interest will be applied as a credit to the customer's bill or will be paid to the customer on an annual basis. If the deposit is refunded or credited to the customer's bill prior to the deposit anniversary date, interest will be paid or credited to the customer's bill or paid to the customer annually, interest will be computed by a method which will result in an amount no less than that obtained by using a middle course method between simple and compound interest in compliance with Commission Order dated November 11, 1989 in Case No. 89-057. Interest on deposits computed in this manner will accrue until credited to the customer's bill or paid to the customer.
- 2.8.4 The fact that a deposit has been made in no way relieves the applicant or Customer from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of Service for nonpayment of any sums due for Service rendered.

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SECTION 2 – RULES AND REGULATIONS

2.9 Advance Payments

In order to protect the Company against revenue loss, an applicant for Service may be required to pay in advance of installation an amount not to exceed applicable service charges or other nonrecurring charges, plus estimated charges for one month of Service. Where special construction charges are applicable the payment thereof may be required in advance of start of construction. The amount of advance payment will be credited to the Customer's account on the first bill rendered for Service, and a new advance payment may be collected each month to be applied to each subsequent bill for Service.

2.10 Taxes

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar taxes or fees, whether in lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, in amounts which in the aggregate for the Company's Customers of any political entity shall be equal to the amount of any such tax upon the Company. The Company shall, so long as any such tax or fee is in effect, add to the bills of the Customers in such political entity pro rata on the basis of the revenue derived by Company from each such Customer, an amount sufficient to recover any such tax or fee.

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SECTION 2 – RULES AND REGULATIONS

2.11 Terminal Equipment

Service may be used with or terminated in terminal equipment or communications systems, such as a PBX or key telephone system, provided by Customer or its Authorized User. Such terminal equipment or communications systems shall be furnished by and maintained at the expense of Customer or its Authorized User, except as otherwise provided. Customer or its Authorized User is also responsible for all costs at its premises incurred in the use of Service, including but not limited to equipment, wiring, electrical power, and personnel. When such terminal equipment or communications systems are used, they shall in all respects comply with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.12 Interconnection

Service furnished by the Company to Customer or its Authorized Users may be connected with the services or facilities of other carriers. Customer is responsible for all charges billed by other carriers in connection with the use of Service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of Customer.

2.13 Inspection, Testing and Adjustment

- 2.13.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether pricing and service guide requirements are being complied with in the installation, operation, and maintenance of Customer's, Authorized User's, or the Company's equipment. The Company may, without notice, interrupt Service at any time, as necessary, because of a departure from any of these requirements and may continue such interruption until its requirements have been satisfied.
- 2.13.2 Upon reasonable notice, the facilities provided by the Company shall be made available to the Company by Customer or its Authorized Users for such tests and adjustments as may be necessary for their maintenance to a condition satisfactory to the Company.
- 2.13.3 The Company shall not be liable to Customer or its Authorized Users for any damages for Service interruption pursuant to this Section. Neither Customer nor its Authorized Users shall be entitled to any credit for interruption of Service pursuant to this Section when the interruption of Service is less than two (2) hours.

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SECTION 2 – RULES AND REGULATIONS

2.14 Interruption of Service

- 2.14.1 Customer shall be given a credit allowance for any interruption of Service which is not due to (a) Company's inspection, testing or adjustment, if for a period of two (2) hours or less; (b) mistakes or errors of Customer or its Authorized Users; or (c) the failure of facilities or equipment provided by Customer or its Authorized Users.
- 2.14.2 Credit allowances shall be subject to the general liability provisions set forth in Section 2.3 herein. It shall be the obligation of Customer to notify Company immediately of any interruption of Service for which a credit allowance is desired. Before giving such notice, Customer shall ascertain that the trouble is not being caused by action or omission of Customer or its Authorized Users, or is not in facilities or equipment, if any, furnished by Customer or Authorized User and connected to Company's Services.
- 2.14.3 For the purposes of credit computation, every month shall be considered to have seven hundred twenty (720) hours. No credit shall be allowed for any interruption of Service of a continuous duration of less than two (2) hours.
- 2.14.4 Customer shall be credited for an interruption of Service of two (2) hours or more at the rate of 1/720th of the monthly non-usage sensitive charges for the Service affected for each hour or major fraction thereof that the interruption continues. The formula for calculating credit shall be as follows:

Credit' $\underline{\underline{A}}$ 720 x B

"A" 'Outage time in hours.

"B" 'Total monthly fixed, non-usage sensitive charge for affected facility.

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SECTION 2 – RULES AND REGULATIONS

2.15 Adjustment to Rates and Charges

BellSouth Long Distance, Inc. may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Such charges, if applicable, are described in this section of the pricing and service guide.

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SECTION 2 – RULES AND REGULATIONS

2.16 Kentucky Lifeline Support

In order to support funding of Lifeline service to low-income consumers, the Company will collect a monthly Kentucky Lifeline Support charge from its Customers for each local line provided by the Company. Beginning January 1, 2001, the charge per line will be imposed at the rate of \$0.05 per month.

2.17 Billing Format

The Company will issue bills to its Customers on a monthly cycle. Each bill will include the following information: Customer account number and phone number, Payment Summary, Billing Messages (Regulatory or Marketing), Customer Care information including Customer service telephone number (800-895-2222), Invoice Content, Remittance Slip and Remittance instructions. All invoices contain a variety of Customer specific summary usage reports.

Standard reports are:

- Account Balance offers Total Balances, Primary and Secondary Account Balances and Charges by Department;
- Service Summary summarizes charges by usage type, facility and equipment;
- 12 Month Review of Spending graphical history of the previous 12 months of billing;
- Usage Summary summarizes the call details of each usage product component. Reports available include Domestic Summary, International Summary, Canadian Summary and Directory Assistance Summary reports.
- Service Detail provides the details of all calls by service type and/or billed number.

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SECTION 5 - PROMOTIONS

5.1 Promotions - General

From time to time, the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area, and shall comply with all applicable Commission rules.

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