This tariff, Missouri Tariff No. 1 filed by Lightyear Network Solutions, LLC, cancels and replaces, in its entirety, the current tariff on file with the Commission, Missouri Tariff No. 3, issued by Lightyear Communications, Inc.

TITLE PAGE

TELECOMMUNICATIONS SERVICES TARIFF

FOR

LIGHTYEAR NETWORK SOLUTIONS, LLC

Lightyear Network Solutions, LLC operates as a competitive telecommunications company as defined by Case No. TO – 88 - 142 within the State of Missouri. This tariff is on file with the Missouri Public Service Commission. Copies may be inspected at the Company's principle place of business at 1901 Eastpoint Parkway, Louisville, Kentucky 40223.

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STATEMENT OF COMPETITIVE CARRIER STATUS

Lightyear Network Solutions, LLC operates as a competitive carrier in the State of Missouri for which the following statutory and regulatory requirements are waived:

STATUTES

392.240(1)	-	ratemaking
392.270	-	valuation of property
392.280	-	depreciation accounts
392.290	-	issuance of securities
392.310	-	stock and debt issuance
392.320	-	stock dividend payment
392.330	-	issuance of securities, debt and notes
392.340	-	reorganization(s)

COMMISSION RULES

4 CSR 240-10.020	-	depreciation
4 CSR 240-30.010(2)(C)	-	rate schedules
4 CSR 240-30.040(1)	-	uniform system of accounts
4 CSR 240-30.040(2)	-	uniform system of accounts
4 CSR 240-30.040(3)	-	uniform system of accounts
4 CSR 240-30.040(5)	-	uniform system of accounts
4 CSR 240-30.040(6)	-	uniform system of accounts
4 CSR 240-32.030(1)(B)	-	exchange boundary maps
4 CSR 240-32.030(1)(C)	-	record keeping
4 CSR 240-32.030(2)	-	in-state record keeping
4 CSR 240-32.050(3)	-	local office record keeping
4 CSR 240-32.050(4)	-	telephone directories
4 CSR 240-32.050(5)	-	call intercept
4 CSR 240-32.050(6)	-	telephone number changes
4 CSR 240-32.070(4)	-	public coin telephone
4 CSR 240-33.030	-	minimum charge rule
4 CSR 240-33.040(5)	-	financing fees

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EXPLANATION OF SYMBOLS

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised page(s) through the use of the following symbols:

(C) - To signify changed regulation.

(D) - To signify discontinued rate or regulation.

(I) - To signify increased rates.

(M) - To signify material relocated from one page to another without change.

(N) - To signify new rate, regulation, or text.

(R) - To signify reduced rate.

(T) - To signify a change in text, but no change in rate or regulation.

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TARIFF FORMAT

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

B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Consult the Check Sheet for the sheet 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 tariff filing is made with the Missouri PSC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages).

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CONCURRING CARRIERS
None

CONNECTING CARRIERS
None

OTHER PARTICIPATING CARRIERS
None

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APPLICATION OF TARIFF

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

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SECTION 1 - EXPLANATION OF TERMS AND ABBREVIATIONS

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

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

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

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

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

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

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

Commission - The Missouri Public Service Commission.

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

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

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

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

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

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

LEC - Local Exchange Company.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Subscriber - See Customer.

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

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

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

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

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

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

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

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

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 General

Lightyear's services and facilities are furnished for intrastate communications originating at specified points within the state of Missouri under the terms of this tariff. Intrastate service is offered in conjunction with interstate service.

Lightyear provides service in accordance with the terms and conditions set forth under this tariff. Lightyear may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Lightyear network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

Failure by the Company to assert its rights pursuant to one provision of this Tariff does not preclude the Company from asserting its rights under other provisions.

2.2 Use of Service

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

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

2.3 Limitations

2.3.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

2.3.2 Lightyear reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.3.4 All facilities provided under this tariff are directly or indirectly controlled by Lightyear and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.3.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3.6 The Company does not offer to process local emergency calls, "911" or intraLATA operator calls. Such calls are routed directly to the serving local exchange carrier. InterLATA operator assisted calls will be routed to, and handled and billed by, the underlying interexchange carrier at that carrier's tariffed rates. In the event that an emergency call is processed for any reason, no charges will apply if placed to recognizable, authorized civil authorities.

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

2.4 Liability of the Company

2.4.1 Limitations of Liability

A. The provisions of this section 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 and all other services shall in no event exceed an amount equal to the pro rata charges to the Customer for the periods during which the services or facilities area affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect of any one service or facility affects or diminishes the value of any other service, said liability shall include such diminution, but in no event shall exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.

D. The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.

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

2.4 Liability of the Company, (Cont'd.)

2.4.1 Limitations of Liability, (cont'd.)

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

F. 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.

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

2.4 Liability of the Company, (Cont'd.)

2.4.1 Limitations of Liability, (cont'd.)

H. The Company shall not be liable for any claims for loss or damages involving:

1. Any act or omission of: (1) the Customer, (2) any other entity furnishing Service, equipment or facilities for use in conjunction with Services or facilities provided by the Company; or (3) common carriers or warehousemen;

2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

3. Any unlawful or unauthorized use of the Company's facilities and Services;

4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or Services; or by means of the combination of Company-provided facilities or Services with Customer-provided facilities or Services;

5. Breach in the privacy or security of communications transmitted over the Company's facilities;

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or Services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or Services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this tariff;

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

2.4 Liability of the Company, (Cont'd.)

2.4.1 Limitations of Liability, (cont'd.)

H. (continued)

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 tariff;

11. Any noncompletion of calls due to network busy conditions;

12. Any calls not actually attempted to be completed during any period that Service is unavailable.

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

2.4 Liability of the Company, (Cont'd.)

2.4.1 Limitations of Liability, (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.

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

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

2.4.1 Limitations of Liability, (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.

2.4.2 Notification of Service-Affecting Activities

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

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

2.4 Liability of the Company, (Cont'd.)

A. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

B. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

C. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.

D. Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

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

2.4 Liability of the Company, (Cont'd.)

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

E. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or

2. the reception of signals by Customer-provided equipment; or

3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.5 Nonroutine Installation

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

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

2.6 Special Construction

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

A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;

B. of a type other than that which the Company would normally utilize in the furnishing of its services;

C. over a route other than that which the Company would normally utilize in the furnishing of its services;

D. in a quantity greater than that which the Company would normally construct;

E. on an expedited basis;

F. on a temporary basis until permanent facilities are available;

G. involving abnormal costs; or

H. in advance of its normal construction.

2.7 Ownership of Facilities

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

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

2.8 Prohibited Uses

2.8.1 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.

2.8.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Missouri Public Service Commission's regulations, policies, orders, and decisions.

2.8.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

2.8.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

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

2.9 Responsibilities of the Customer

2.9.1 General

A. The Customer is responsible for payment of all charges for Services and equipment provided under this tariff.

B. The Customer is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by the Company or as required by law; and for assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to Services provided or made available by the Customer to Users. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.

C. 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.

D. The Customer is responsible for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

E. The Customer is responsible for providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

F. The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required by Company personnel to install, repair, maintain, program, inspect or remove equipment with the provision of the Company's Services.

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

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

2.9.1 General, (cont'd.)

G. The Customer is responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.9.1. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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

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

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

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

2.9.1 General, (cont'd.)

I. The Customer is responsible for providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;

J. The Customer is responsible for complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.9.1 and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

K. The Customer is responsible for not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;

L. The Customer is responsible for making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer;

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MO0401

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

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

2.9.1 General, (cont'd.)

M. The Customer is responsible for compliance with the applicable regulations set forth in this tariff; and

N. The Customer shall indemnify and save the Company harmless from all liability disclaimed by the Company as specified in this tariff, arising in connection with the provision of Service by the Company, and shall protect and defend the Company from any suits or claims against the Company and shall pay all expenses and satisfy all judgments rendered against the Company in connection herewith. The Company will notify the Customer of any suit or claim against the Company of which it is aware.

FILED
MO PSC

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

2.9 *Responsibilities of the Customer, (Cont'd.)*

2.9.2 Liability of the Customer

A. 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.

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.

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

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MO PSC

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

2.10 Customer Liability for Unauthorized Use of the Network

2.10.1 Unauthorized Use of the Network

A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's Services provided under this tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's Services provided under this tariff, or uses specific services that are not authorized.

B. The following activities constitute fraudulent use:

1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;

2. Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this tariff to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;

3. Toll free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and

4. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

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

2.10 Customer Liability for Unauthorized Use of the Network

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

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

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

2.10 Customer Liability for Unauthorized Use of the Network

2.10.2 Liability for Unauthorized Use

A. Except as provided for elsewhere in this tariff, the Customer is responsible for payment of all charges for Services provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.

B. The Customer is responsible for payment of all outbound call charges arising from calls placed to a Customer's toll free 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 purposes of pursuing civil remedies.

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

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

2.10 Customer Liability for Unauthorized Use of the Network

2.10.3 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.

2.10.4 Liability for Credit Card Fraud

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

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MO PSC

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

2.11 Terminal Equipment

Carrier's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a pay telephone or PBX. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including Customer personnel, wiring, electrical power, and the like, incurred in his use of Carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

2.12 Installation

Service is installed upon contractual agreement between the Customer and the Company. The contractual agreement specifies the terms and conditions of installation, termination of service, commission structure, and commission payment schedule.

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

2.13 Deposits and Advance Payments

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

Any applicant or Customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated local service and intraLATA toll charges for up to two months for the facilities and service.

The fact that a deposit has been made shall in no way relieve the applicant or Customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to Customer deposits.

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

2.13 Deposits and Advance Payments, (Cont'd.)

A. Interest on Deposits

Interest on deposits shall be at a rate which is equal to one percent (1%) above the prime lending rate as published in the Wall Street Journal. This rate shall be adjusted annually on December 1 using the prime lending rate, as published in the Wall Street Journal on the last business day of September of each year plus one (1%). The interest shall be credited annually upon the account of the customer or paid upon the return of the deposit, whichever occurs first. Interest shall not accrue on any deposit after the date on which a reasonable effort has been made to return it to the customer. Records shall be kept of efforts made to return a deposit.

B. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

C. Return of Deposit

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

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

2.13 Deposits and Advance Payments, (Cont'd.)

D. The Company shall keep a record of each cash deposit until the deposit is returned. The record will show the name of each Customer making a deposit; the premises occupied by the Customer when making the deposit and each successive premises occupied while the deposit is retained by the Company; the amount and date of making the deposit; and a record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit. Concurrently with receiving a deposit, the Company will provide the Customer a receipt showing the deposit date, the name and billing address of the Customer and the deposit amount.

E. Upon discontinuance of service, or when a Customer has established credit by other means, the Company will promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the services furnished by the company. A transfer of service from one location to another within the Company's serving area shall not be deemed a discontinuance with the Company if the character of the service remains unchanged.

F. Deposits will be refunded after twelve months of timely payment, with interest as specified above.

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

2.14 Payment for Service

2.14.1 Payment for Service

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

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

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

A. Commercial Credit Card payment Option

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

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

2.14 Payment for Service, (Cont'd.)

2.14.2 Payment Due Date and Late Payment Charges

If any portion of the payment is not received by the Company within thirty (30) days of receipt of 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. Late payment charges are to be applied without discrimination.

2.14.3 Returned Check Charge

A service charge equal to $30.00 will be assessed in accordance with Missouri law for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

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

2.15 Taxes and Fees

2.15.1 For all services other than Prepaid Card Service, if offered, state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.

2.15.2 To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.15.3 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's service.

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

2.15 Taxes and Fees, (Cont'd.)

2.15.3 (cont'd.)

A. Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company's service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call	$0.54	(T, I)

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MO PSC

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

2.15 Taxes and Fees, (Cont'd.)

2.15.3 (cont'd.)

B. Missouri Universal Service Fund (N)

1. The Company will place, on each retail end-user customer's bill, a surcharge equal to the Missouri Universal Service Fund percentage assessment ordered by the Missouri Public Service Commission.

2. The surcharge will appear as a separate line item detailed as "Missouri Universal Service Fund."

3. The surcharge percentage will be applied to the total of each customer's charges for intrastate regulated telecommunications services that meet the definition of net jurisdictional revenues at 4 CSR 240-31.010(12). (N)

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MO PSC

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

2.16 Refusal or Discontinuance of Service by Company

2.16.1 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer travel cards when the Company deems it necessary to take such action to prevent unlawful use of its service. Lightyear will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new travel card codes to replace ones that have been deactivated.

2.16.2 Lightyear may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given ten (10) day's notice to comply with any rule or remedy any deficiency:

A. For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.

B. For use of telephone service for any other property or purpose than that described in the application.

C. For neglect or refusal to provide reasonable access to Lightyear or its agents for the purpose of inspection and maintenance of equipment owned by Lightyear or its agents.

D. For noncompliance with or violation of Commission regulation or Lightyear's rules and regulations on file with the Commission, provided five (5) days' written notice is given before termination.

E. For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases.

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MO PSC

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

2.16 Refusal or Discontinuance of Service by Company, (Cont'd.)

2.16.2 (cont'd.)

F. Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect Lightyear's equipment or service to others.

G. Without notice in the event of tampering with the equipment or services owned by Lightyear or its agents.

H. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Lightyear may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

I. Without notice when necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

J. For periods of inactivity over sixty (60) days.

K. When any governmental or regulatory condition imposed upon Lightyear materially and negatively impacts the financial viability of the service, as determined by Lightyear in its best business judgment.

2.17 Cancellation by Customer

Customer may cancel service by providing verbal or written notice to the Company in accordance with the Customer's contract.

2.17.1 Cancellation of Dedicated Circuits

(N)

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

(N)

FILED
MO PSC

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

2.18 Interconnection

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

2.19 Tests, Pilots, Promotional Campaigns and Contests

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

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MO PSC

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

2.20 Other Rules

2.20.1 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.

2.20.2 Reservation of Toll Free (i.e. 800/888) Numbers - The Company will make every effort to reserve Toll Free vanity numbers for customers, but makes no guarantee or warranty that the requested number(s) will be available.

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

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MO PSC

SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 General

Lightyear is a common carrier providing intrastate interexchange telecommunications services to Customers for transmission of voice, data, and other types of telecommunications within the state of Missouri. The charges for Lightyear's services may vary by the time of day, day of week, duration of the call, product type, volume, and term commitment.

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

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MO PSC

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

3.2 Timing of Calls

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

3.2.1 Call timing begins when the called party answers the call (i.e., when two way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.

3.2.3 Minimum call duration periods and increments for billing purposes vary by service option and are described with each individual service offering.

3.2.4 No charges apply to incomplete calls. No charge applies to emergency calls to recognized emergency numbers.

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

3.3 Time of Day Rate Periods

3.3.1 Determination of Rate Periods

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

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 4:59 PM	DAYTIME RATE PERIOD OR PEAK RATE PERIOD						
5:00 PM TO 10:59 PM	EVENING RATE PERIOD OR OFF PEAK RATE PERIOD						EVE
11:00 PM TO 7:59 AM	NIGHT/WEEKEND RATE PERIOD OR OFF PEAK RATE PERIOD						

3.4 Calculation of Distance

Rates for services are not distance - sensitive.

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MO PSC

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

3.5 OverDrive Dedicated Long Distance Plan (N)

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

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

A. Direct Dial Per Minute Rates

Term	Rate
Month-to-Month	$0.0775
1 Year	$0.0725
2 Years	$0.0650

B. Toll Free Per Minute Rates

Term	Rate
Month-to-Month	$0.0325
1 Year	$0.0299
2 Years	$0.0275

(N)

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MO PSC

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

3.6 Reserved for Future Use (T)

(M)

(M)

(Material previously found on this page has been moved to Page 105.2)

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MO PSC

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

3.7 Lightyear Calling Card Service

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

A. Plan M

1. Per Minute Rate:

DAY:	$0.2500
NON-DAY:	$0.1990

2. Per Call Service Charge:

Per Lightyear Calling Card Call:	$0.25

B. Plan 24

1. Per Minute Rate:

DAY:	$0.1990
NON-DAY:	$0.1990

2. Per Call Service Charge:

Per Lightyear Calling Card Call:	$0.25

FILED
MO PSC

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

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

C. Plan 36

1. Per Minute Rate:

DAY:	$0.2500
NON-DAY:	$0.2500

2. Per Call Service Charge:

Per Lightyear Calling Card Call:	$0.00

D. Plan 48

1. Per Minute Rate:

DAY:	$0.1750
NON-DAY:	$0.1720

2. Per Call Service Charge:

Per Lightyear Calling Card Call:	$0.00

E. Plan 60

1. Per Minute Rate:

DAY:	$0.1690
NON-DAY:	$0.1690

2. Per Call Service Charge:

Per Lightyear Calling Card Call:	$0.00

FILED
MO PSC

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

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

F. Plan 72

1. Per Minute Rate:

DAY:	$0.1590
NON-DAY:	$0.1590

2. Per Call Service Charge:

Per Lightyear Calling Card Call:	$0.00

G. Plan 84

1. Per Minute Rate:

DAY:	$0.1490
NON-DAY:	$0.1490

2. Per Call Service Charge:

Per Lightyear Calling Card Call:	$0.00

H. Plan 96

1. Per Minute Rate:

DAY:	$0.1450
NON-DAY:	$0.1450

2. Per Call Service Charge:

Per Lightyear Calling Card Call:	$0.00

I. Plan 108

1. Per Minute Rate:

DAY:	$0.0990
NON-DAY:	$0.0990

2. Per Call Service Charge:

Per Lightyear Calling Card Call:	$0.00

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

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

I. Enhanced Service Charges

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

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

J. Expedited Delivery Charge

Expedite charge for overnight delivery: $25.00 plus $2.00 per card

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

3.8 Roundtable Conference Services

A. General

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

B. Roundtable Audio Conference Calling Service

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

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

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

3.8 Roundtable Conference Services, (Cont'd.)

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

1. Conference Types

(a) **Automated Meet Me** - The Company provides the Customer with a Conference telephone number when the Conference Call reservation is made. At the scheduled date and time, each participant dials into the Conference Call using this number. An Automated Conference Attendant will greet and acknowledge each participant's entry into the call. Tones will signal entrances to and exits from the Conference once it is underway. Each Dial In Conference participant will be billed by their designated toll carrier for transmission into the Conference bridge.

(b) **Automated Meet Me Toll Free** - The Company provides the Customer with a toll-free Conference telephone number when the Conference Call reservation is made. At the scheduled date and time, each participant dials into the Conference using this number. An Automated Conference Attendant will greet and acknowledge each participant's entry into the call. Tones will signal entrances to and exits from the Conference once it is underway.

(c) **Operator Assisted Dial Out** - At the scheduled date and time for the Conference, a Company Conference Attendant calls each participant and places them into the Conference. Tones may be used instead of announcements to indicate entrances to/exits from the Conference once it is underway.

(d) **Attendant Meet Me** - The Company provides the Customer with a Conference telephone number when the Conference Call reservation is made. At the scheduled date and time, each participant dials into the Conference Call using this number. A live attendant will greet each participant and take the host and company name to enter the participant into the call. Tones will signal entrances to and exits from the Conference once it is underway. Each Dial In Conference participant will be billed by their designated toll carrier for transmission into the Conference bridge.

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

3.8 Roundtable Conference Services, (Cont'd.)

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

1. Conference Types, (continued)

(e) **Attendant Meet Me Toll Free -** The Company provides the Customer with a toll-free Conference telephone number when the Conference Call reservation is made. At the scheduled date and time, each participant dials into the Conference using this number. A live attendant will greet each participant and take the host and company name to enter the participant into the call. Tones will signal entrances to and exits from the Conference once it is underway.

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

(g) **MyCall Conferencing Toll Free -** With MyCall Conferencing Toll Free, service is available for use at the Customer's discretion twenty four (24) hours a day, seven (7) days a week without the need to make a reservation. The Company provides the Customer with own toll free bridge number and a permanent pass code. An Automated Conference Attendant will greet and acknowledge each participant's entry into the call. Tones will signal entrances to and exits from the Conference once it is underway. Touchtone enhanced features are available with this service.

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

3.8 Roundtable Conference Services, (Cont'd.)

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

2. Application of Rates and Charges

(a) Usage Charges

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

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

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

(b) Cancellation of Reservation

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

(c) Overbooking

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

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

3.8 Roundtable Conference Services, (Cont'd.)

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

3. Features - Descriptions

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

(a) **Participant Prenotification** - Allows a Conference Attendant to notify all participating callers of the date and time of a scheduled call upon at least 24 hours' advance notice by the Customer.

(b) **Full Time Operator Monitor** - Provides for a live operator to attend the entire conference call.

(c) **Electronic Question and Answer/Polling** - Electronic Question and Answer allows the Customer to conduct an orderly Question and Answer session. Participants indicate via touch-tone keypads that they wish to ask a question. This option must be requested at the time the Conference Call is reserved. Polling allows a Conference Call leader or Conference Attendant to conduct an opinion poll or survey by asking participants to indicate their responses via touch-tone keypads. Customers must provide the Conference Attendant 24 hours advance notice to establish this feature for the call.

(d) **Communications Line** - Provides a separate line of communication between the Customer and a live operator only, for use during the Conference Call. This line is separate from the lines used by the Conference Call participants, and other participants cannot hear Communications Line conversation.

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

3.8 Roundtable Conference Services, (Cont'd.)

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

3. Features – Descriptions, (continued)

(e) **RSVP Line** - Provides a separate line for callers to respond to a Conference Call invitation via a toll-free line, and to leave recorded messages.

(f) **Digital Tape Playback Voice Capture** - Provides for the Conference Call to be recorded (captured), in order for Customers to be able to play back the Conference Call at their convenience.

(g) **800 Digital Tape Playback** - Allows Customer or those whom the Customer designates to listen to replay of a recorded Conference Call at their own convenience. The playback will be made available for a specified period of time. Callers dial a pre-arranged toll-free number and enter a passcode to access the recorded Conference Call.

(h) **Digital Tape Playback** - Allows Customer or those whom the Customer designates to listen to replay of a recorded Conference Call at their own convenience. The playback will be made available for a specified period of time. Callers dial a pre-arranged and enter a passcode to access the recorded Conference Call. Each caller will be billed by their designated toll carrier for transmission during the Playback. The feature is available on a 1+ or toll-free basis.

(i) **Standing Reservations** - Provides an on-going reservation for a Conference Call at a specified time at regular intervals as designated by the Customer.

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

3.8 Roundtable Conference Services, (Cont'd.)

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

3. Features – Descriptions, (continued)

(j) **Subconferencing** - Allows Customers to designate participants to conference privately within a Conference Call and then return to the main call.

(k) **Conference Security Lock Out** - Blocks the ability to enter into an on-going Conference Call by pressing the touch pad to lock the Conference Call, or by pressing *0 to summon the operator, and request that the Conference be closed to additional callers.

(l) **Participant List – Facsimile** - At the Customer's request Conference Coordinator will compile and distribute Conference Call participant lists via facsimile.

(m) **Broadcast/Listen Only:** Provides the Customer with the option to put participants into a "listen only" mode during the Conference Call, so that participants can here the Customer but their own voices cannot be heard. The Customer may start and stop this feature at anytime or at multiple times during the Conference Call.

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

3.8 Roundtable Conference Services, (Cont'd.)

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

4. Features - Rates and Charges

(a) Standard Features

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

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

(b) Optional Features

The following features are available at Customer request:

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

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

3.8 Roundtable Conference Services, (Cont'd.)

C. Roundtable Video Conference Calling Service

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

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

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

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

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

3.8 Roundtable Conference Services, (Cont'd.)

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

1. Application of Rates and Charges

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

(a) Video Conference Rates

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

(b) Video Communication Rates

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

(c) Audio Bridging Rates

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

(d) Optional Features (available at customer request)

Voice Capture	$20.00 per call
Permanent Standing Reservation	No charge

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

3.8 Roundtable Conference Services, (Cont'd.)

D. Facsimile Services

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

Following are the rate and charges for transmission of facsimiles:

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

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

3.9 ISDN PRI and BRI Services

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

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

Rates:

(A) Switched Basic Rate Interface (BRI)

Per Minute Rate:	$0.2600

(B) Dedicated Primary Rate Interface (PRI)

Per Minute Rate:	$0.1600

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

3.10 Switched Services Program

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

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

A Switched Services Program Rates

Direct Dialed Per Minute Rate:	$0.1590
Toll Free Per Minute Rate:	$0.1590
Calling Card Per Minute Rate:	$0.099

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

3.11 Flex Plan Service

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

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

(A) Direct Dial Per Minute Rates

Term/Usage	None	$500	$1,000+
Month-to-Month	$0.276	$0.243	$0.168
1 Year	$0.251	$0.221	$0.153
2 Years	$0.230	$0.202	$0.140
3 Years	$0.213	$0.187	$0.129
4 Years	$0.198	$0.174	$0.120

(B) Toll Free Per Minute Rates

Term/Usage	None	$500	$1,000+
M-to-M	$0.308	$0.223	$0.172
1 Year	$0.280	$0.203	$0.156
2 Years	$0.257	$0.186	$0.143
3 Years	$0.237	$0.172	$0.132
4 Years	$0.220	$0.160	$0.123

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

3.12 Flex Plan Options - Direct Dialed and Toll Free

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

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

Option A

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

	Per Minute Rate
Direct Dialed	$0.139
Toll Free	$0.139
Monthly Recurring Charge	None

Option B

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

	Per Minute Rate
Direct Dialed	$0.129
Toll Free	$0.129
Monthly Recurring Charge	None

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

3.13 Q-Flex Dedicated Plan Program

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

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

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

(A) Q-Flex Dedicated Plan - Direct Dialed

	Minimum Monthly Commitment	Per Minute Rate
Plan QWT-5	None	$0.126
Plan QWT-4	$250.00 - $500.00	$0.113
Plan QWT-3	$500.01 - $1,000.00	$0.103
Plan QWT-2	$1,000.01 - $2,500.00	$0.095
Plan QWT-1	$2,500.01 - +	$0.087

(B) Q-Flex Dedicated Plan -Toll Free

	Minimum Monthly Commitment	Per Minute Rate
Plan Q800-5	None	$0.130
Plan Q800-4	$250.00 - $500.00	$0.117
Plan Q800-3	$500.01 - $1,000.00	$0.107
Plan Q800-2	$1,000.01 - $2,500.00	$0.098
Plan Q800-1	$2,500.01 - +	$0.090

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

3.14 Q-Flex Switched Plan Service

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

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

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

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

1. Q-Flex Switched Plan - Direct Dialed

Term/Usage	None	$500+	$1,000+
Month-to-Month	$0.295	$0.150	$0.135
1 Year	$0.280	$0.140	$0.130
2 Years	$0.265	$0.135	$0.125
3 Years	$0.260	$0.130	$0.120

2. Q-Flex Switched Plan - Toll Free

Term/Usage	None	$500+	$1,000+
Month-to-Month	$0.180	$0.170	$0.160
1 Year	$0.170	$0.160	$0.150
2 Years	$0.160	$0.150	$0.140
3 Years	$0.150	$0.140	$0.135

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

3.15 Driver Long Distance Plan

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

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

A. Direct Dial Per Minute Rates

Term/Usage	None	$500	$1,000+
Month-to-Month	$0.170	$0.270	$0.130
1 Year	$0.160	$0.245	$0.105
2 Years	$0.150	$0.230	$0.100
3 Years	$0.140	$0.205	$0.095
4 Years	$0.130	$0.190	$0.090

B. Toll Free Per Minute Rates

Term/Usage	None	$500	$1,000+
Month-to-Month	$0.210	$0.170	$0.140
1 Year	$0.200	$0.160	$0.130
2 Years	$0.190	$0.150	$0.120
3 Years	$0.180	$0.140	$0.110
4 Years	$0.170	$0.130	$0.100

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

3.16 Dedicated W-Flex Intrastate Program (N)

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

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

A. Direct Dialed Per Minute Rates

Term/Usage	None	$500+	$1000+
Month-to-Month	$0.0699	$0.0625	$0.0599
1 Year	$0.0650	$0.0625	$0.0550

B. Toll Free Per Minute Rates

Term/Usage	None	$500+	$1000+
Month-to-Month	$0.0799	$0.0699	$0.0650
1 Year	$0.0750	$0.0699	$0.0599

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

3.17 Dedicated S-Flex Intrastate Program (N)

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

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

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

A. Direct Dialed - Per Minute Rates

	Minimum Monthly Commitment	Per Minute Rate
S-Flex Plan A	None	$0.0725
S-Flex Plan B	$250.00 - $500.00	$0.0673

B. Toll Free - Per Minute Rates

	Minimum Monthly Commitment	Per Minute Rate
S-Flex Plan A	None	$0.0814
S-Flex Plan B	$250.00 - $500.00	$0.0756

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

3.18 T-Flex Switched Intrastate Program (N)

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

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

A. Direct Dial Per Minute Rates

Term/Usage	Rate
Month-to-Month	$0.1230
1 Year	$0.082

B. Toll Free Per Minute Rates

Term/Usage	Rate
Month-to-Month	$0.152
1 Year	$0.098

C. Monthly Recurring Charge

Monthly Recurring Charge	$5.00

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

3.19 Local PRI Intrastate Long Distance Plan (N)

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

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

A. Direct Dial Per Minute Rates

Term/Usage	Per Minute Rate
1 Year	$0.0775
2 Years	$0.0725
3 Years	$0.0650

B. Toll Free Per Minute Rates

Term/Usage	Per Minute Rate
1 Year	$0.0650
2 Years	$0.0625
3 Years	$0.0599

(N)

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SECTION 4 – MISCELLANEOUS SERVICES

4.1 Directory Assistance

Directory Assistance is available to Customers of Lightyear. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

A. Directory Assistance Charge

Directory Assistance, per call	$0.65

4.2 Operator Services

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

A. Operator Assisted Call Options

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

1. **Collect Calls** - This option allows a call to be billed to the called number, provided that the called station accepts responsibility for payment of charges.

2. **Calling Card Calls** - This option enables a Customer to charge a call to a valid telephone company calling card.

3. **Third Number Billing** - This option allows a call to be billed to a telephone number identified with a station other than the calling or called telephone number, provided that the third party number is not restricted from receiving such charges.

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SECTION 4 – MISCELLANEOUS SERVICES, (CONT'D.)

4.2 Operator Services, (Cont'd.)

4.2.2 Operator Services – Per Minute Rates - Service is available to presubscribed customers only.

	DAY		EVENING		NIGHT/WEEKEND	
Mileage	**Initial Minute**	**Each Add'l. Minute**	**Initial Minute**	**Each Add'l. Minute**	**Initial Minute**	**Each Add'l. Minute**
All	$0.8900	$0.8900	$0.8900	$0.8900	$0.8900	$0.8900

4.2.3 Operator Services - Service Charges

	Per Call
Billed to Calling Card:	$0.80
Operator Station-to-Station:	$4.99
Billed to 3rd Party	$4.99
Person-to-Person	$2.95
Casual Caller additional surcharge	$2.50
Operator Dialed Surcharge	$0.75

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

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

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

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

A. Per Minute Rate

	DAY	NON-DAY
Plan M	$0.1590	$0.1590
Plan 12	$0.1490	$0.1490
Plan 24	$0.1390	$0.1390
Plan 36	$0.1290	$0.1290

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

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

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

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

A. Per Minute Rate

	DAY	NON-DAY
Plan M	$0.1590	$0.1590
Plan 12	$0.1490	$0.1490
Plan 24	$0.1390	$0.1390
Plan 36	$0.1290	$0.1290

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

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

This service is available to Residential Customers only (the customer's phone number must be assigned to a residential address). To qualify for the service, customers may have no more than two (2) phone lines at the residential address. In addition, no more than thirty (30) percent of the customer's phone use can occur during the daytime calling period. Intrastate service is provided only to customers on Lightyear's companion interstate Residential Service offering.

Residential Service is available to Customers in three plans. Service is accessed via switched access circuits. Calls are billed in full minute increments with a minimum call duration of one minute. Customers may choose the plan that best serves their calling patterns. Residential service may be billed by the Company or a billing agent (such as the local exchange carrier).

Calls are billed in full minute increments. For time-of-day rate periods, see chart below.

A. Per Minute Rates:

	DAY	EVENING	NIGHT/WEEKEND
Plan A	$0.2450	$0.2450	$0.2450
Plan B	$0.2630	$0.2300	$0.2300
Plan C	$0.2630	$0.2300	$0.2160

Day Rate Period:	Monday through Friday 8:00am to 5:00pm*
Evening Rate Period:	Sunday through Friday 5:00pm to 11:00pm*
Night/Weekend Rate Period:	All days -- 11:00pm to 8:00am*
	Saturday 8:00am to Sunday 5:00pm*

* To, but not including

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

5.4 UniRate Service - This service is no longer available to new customers.

A. UniRate Switched Access

UniRate Switched Access - UniRate Switched Access Service provides customers with both outbound and inbound (800) calling at one price. Calls originate and terminate over switched access facilities. Service is available in equal access areas. Rates vary based on term commitment. Calls are billed in six (6) second increments with a minimum call duration of six (6) seconds.

1. UniRate Switched Access – Per Minute Rates

Term Commitment	Per Minute Rate
Monthly	$0.1790
6 months	$0.1690
12 months	$0.1590
18 months	$0.1490
24 months	$0.1390
30 months	$0.1290
36 months	$0.1290

2. UniRate Switched Access 800 Option - the following apply to customers who choose the UniRate 800 option:

Installation Fee:	$50.00 per reserved 800 number
Minimum Monthly Usage Fee:	$20.00 per 800 number

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

5.4 UniRate Service, (Cont'd.) - This service is no longer available to new customers.

B. UniRate Direct Access

UniRate Direct Access Service provides customers both outbound and inbound (800) calling at one price. Outbound calls originate over dedicated access facilities. Inbound 800 calls terminate to the Customer over dedicated access facilities. The Customer is responsible for payment of all charges (non-recurring and recurring) associated with the dedicated access line. Rates vary based on term commitment. Calls are billed in six (6) second increments with a minimum call duration of six (6) seconds.

1. UniRate Direct Access – Per Minute Rates

Term Commitment	Per Minute Rate
Monthly	$0.1090
12 months	$0.0990
24 months	$0.0890
36 months	$0.0790

Installation Charge - This charge applies in addition to any applicable charges from the dedicated access provider.

Installation Charge:	$500 per T-1 installed

2. UniRate Direct Access 800 Option - the following apply to customer who choose the UniRate 800 option:

Installation Fee:	$50.00 per reserved 800 number
Minimum Monthly Usage Fee:	$20.00 per 800 number

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

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

Lightyear's Ultima Card provide telecommunications services and optional enhanced service to customers while traveling away from the office or home. Customers must dial an 800 toll-free access number followed by their authorization code to make a call or use the service. A monthly credit limit will be assigned to each card for fraud protection. Customers have the option of raising or lowering the limit amount to best suit their calling practices. For billing purposes, call timing is rounded up to the nearest six (6) increment after the initial minimum period of eighteen (18) seconds.

A. Ultima Card Options

1. No Term Commitment

a. Per Minute Rate:

DAY:	$0.2500
NON-DAY:	$0.1990

b. Per Call Service Charge:

Per Ultima Card Call:	$0.25

2. Twenty-four (24) Month Term Option

a. Per Minute Rate:

DAY:	$0.1990
NON-DAY:	$0.1990

b. Per Call Service Charge:

Per Ultima Card Call:	$0.25

3. Thirty-six (36) Month Term Option:

a. Per Minute Rate:

DAY:	$0.2500
NON-DAY:	$0.2500

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

5.5 Ultima Card, (Cont'd.) - This Service is no longer available to new customers.

A. Ultima Card Options, (cont'd.)

4. Forty-eight (48) Month Term Option:

a. Per Minute Rate:

DAY:	$0.1990
NON-DAY:	$0.1990

5. Sixty (60) Month Term Option:

a. Per Minute Rate:

DAY:	$0.1750
NON-DAY:	$0.1750

6. Affinity Group Card - This card is only available for billing to a commercial card account established with the Affinity Group.

a. Per Minute Rate:

DAY:	$0.2500
NON-DAY:	$0.2500

b. Per Call Service Charge:

Per Ultima Card Call:	$0.25

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

5.6 Affinity Group Schedules/UNITY Residential - This Service is no longer available to new customers.

The Affinity Group Schedules/ UNITY Residential provide 1+ outbound calling services to customers via switched access originating facilities. Service is available to the members of Affinity Groups. Rates vary based on the number of the Affinity Group members. Calls are billed in full minute increments with a minimum call duration of one minute. For time-of-day rate periods, see chart below.

A. Affinity Group Schedules

1. Schedule #1 - No Minimum Group Size

a. Per Minute Rates:

	DAY	EVENING	NIGHT/WEEKEND
Plan A10	$0.1990	$0.1990	$0.1990
Plan B10	$0.2050	$0.1750	$0.1750
Plan C10	$0.2050	$0.1750	$0.1570

2. Schedule #2 - Minimum Group Size of 100 Members

a. Per Minute Rates:

	DAY	EVENING	NIGHT/WEEKEND
Plan A100	$0.1850	$0.1850	$0.1850
Plan B100	$0.1890	$0.1650	$0.1650
Plan C100	$0.1850	$0.1650	$0.1520

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

5.6 Affinity Group Schedules/UNITY Residential, (Cont'd.) - This service is no longer available to new customers.

A. Affinity Group Schedules, (cont'd.)

3. Schedule #3 - Minimum Group Size of 500 Members

a. Per Minute Rates:

	DAY	EVENING	NIGHT/WEEKEND
Plan A500	$0.1690	$0.1690	$0.1690
Plan B500	$0.1750	$0.1450	$0.1450
Plan C500	$0.1750	$0.1590	$0.1450

B. Time of Day Rate Periods

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

Day Rate Period:	Monday through Friday 8:00am to 5:00pm*
Evening Rate Period:	Sunday through Friday 5:00pm to 11:00pm*
Night/Weekend Rate Period:	All days -- 11:00pm to 8:00am*
	Saturday 8:00am to Sunday 5:00pm*

* To, but not including

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

5.7 American Business Network (Affinity Plan #3) - This Service is no longer available to new customers.

American Business Network is offered to affinity groups for their associated members, organizations, agencies or similar entities (herein referred to as "members"). The service provides both direct dial 1+ and in-bound 800 calling. Affinity Groups must commit to a two-year term agreement and to signing up at least 2,500 member commercial accounts with Lightyear within three months of subscribing to this service. Each individual account must bill a minimum of $100 in Lightyear services per month. Lightyear reserves the right to revert rates to the Direct Dial 1+ monthly rates for affinity groups that fail to meet these minimum requirements. A monthly service fee applies to each account. This service fee is billed to the Affinity Group organization.

Calls are billed in six (6) second increments after an initial minimum call duration of eighteen (18) seconds.

A. Usage Rate:

Per minute rate:	$0.1090

B. Monthly Recurring Charge:

Monthly Service Fee, per account:	$6.50

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

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

Plan Services are offered to Customers for outbound or inbound (toll-free) calling via switched or dedicated access lines. Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer chooses this service. Alternatively, the Customer may project usage where no prior comparable service applies. The Company reserves the right to verify projected usage after three months of billing. If the Customer's usage is greater or less than the original projection, the Customer will be given the option to continue service at the appropriate rate level or to change to a different Lightyear product. Switched access calls are billed in six (6) second increments after a minimum call duration of eighteen (18) seconds. Dedicated access calls are billed in six (6) second increments after a minimum call duration of six (6) seconds. Intrastate service is offered in conjunction with interstate and international service.

A. Switched Access Service - Rates

1. Per Minute Usage Rate

Plan	Volume Commitment	Time of Day Rate Period	
		Day	Non-Day
Plan A	$0-$249.99	$0.1090	$0.1090
Plan B	$250 & Over	$0.0990	$0.0990

B. Dedicated Access Service - Rates

1. Per Minute Usage Rate

Plan	Volume Commitment	Time of Day Rate Period	
		Day	Non-Day
Plan A	$0-$1999.99	$0.0590	$0.0590
Plan B	$2000 & Over	$0.0490	$0.0490

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

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

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

A. Per Minute Rates

	Month-to-Month	**One Year Term**
Direct Dial Service	$0.1194	$0.1026
Toll Free Service	$0.1294	$0.1126

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

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

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

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

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

A. Dedicated Direct Dial 1+ Service – Per Minute Rates

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

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

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

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

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

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

A. Dedicated Toll Free Service – Per Minute Rates

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

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

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

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

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

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

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

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

Plan	Minimum Monthly Commitment	Per Minute Rate
Elite Plan A	$100.00 - $249.99	$0.1390
Elite Plan B	$250.00 +	$0.1290

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

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

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

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

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

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

Plan	Minimum Term Commitment	Per Minute Rate
Plan U1	Month-to-Month	$0.1590
Plan U12	12-Month Term	$0.1490
Plan U24	24-Month Term	$0.1390
Plan U36	36-Month Term	$0.1290

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

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

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

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

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

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

Plan	Minimum Monthly Commitment	Per Minute Rate
MRC-Plan A	$10.00- $499.99	$0.1090
MRC-Plan B	$500.00 +	$0.0990

B. Monthly Recurring Charge: $1.50

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

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

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

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

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

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

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

Plan	Minimum Monthly Commitment	Per Minute Rate
Saver - Plan A	$10.00- $ 99.99	$0.1390
Saver - Plan B	$100.00 +	$0.1290

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

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

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

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

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

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

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

Plan	Minimum Monthly Commitment	Per Minute Rate
SDP - Plan A	$100.00 - $249.99	$0.1390
SDP - Plan B	$250.00 +	$0.1290

B. Dedicated Sprint Cornerstone SDP Service

Plan	Minimum Monthly Commitment	Per Minute Rate
SDP - Plan A	$1500.00 - $3000	$0.1090
SDP - Plan B	$3001 +	$0.0990

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

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

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

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

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

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

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

Plan	Minimum Monthly Commitment	Per Minute Rate
SRC - Plan A	$10.00 - $999.99	$0.1390
SRC - Plan B	$1000.00 +	$0.1290

B. Monthly Recurring Charge: $1.50

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

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

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

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

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

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

Plan	Minimum Monthly Commitment	Per Minute Rate
Xpress - Plan A	$0.00 - $499.99	$0.1090
Xpress - Plan B	$500.00 +	$0.0990

B. Dedicated Xpress Service - Rates

Plan	Minimum Monthly Commitment	Per Minute Rate
Xpress - Plan A	$0.00 - $499.99	$0.0590
Xpress - Plan B	$500.00 +	$0.0490

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

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

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

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

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

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

Plan	Minimum Monthly Commitment	Per Minute Rate
NDP - Plan A	$100.00 - $300.00	$0.1090
NDP - Plan B	$300.01 +	$0.0990

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

Plan	Minimum Monthly Commitment	Per Minute Rate
NDP - Plan A	$1500.00 - $3000.00	$0.0890
NDP - Plan B	$3000.01 +	$0.0790

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

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

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

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

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

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

Plan	Minimum Monthly Commitment	Per Minute Rate
WP - Plan A	$10.00 - $999.99	$0.0890
WP - Plan B	$1000.00 +	$0.0790

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

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

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

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

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

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

Plan	Minimum Term Commitment	Per Minute Rate
Plan U1	Month-to-Month	$0.1590
Plan U12	12-Month Term	$0.1490
Plan U24	24-Month Term	$0.1390
Plan U36	36-Month Term	$0.1290

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

Plan	Minimum Term Commitment	Per Minute Rate
Plan U1	Month-to-Month	$0.1090
Plan U12	12-Month Term	$0.0990
Plan U24	24-Month Term	$0.0890
Plan U36	36-Month Term	$0.0790

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

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

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

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

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

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

Plan	Minimum Monthly Commitment	Per Minute Rate
SP - Plan A	No Minimum	$0.1090
SP - Plan B	$10.00 – 1000.00	$0.0990
SP - Plan C	$1000.01 - $2000.00	$0.0650
SP - Plan D	$2000.010 +	$0.0550

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

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

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

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

A. Lightyear Switched Prime Program – Direct Dialed Rates

Plan	Per Minute Rate
Prime A	$0.159
Prime B	$0.143
Prime C	$0.120
Prime D	$0.103
Prime E	$0.095

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

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

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

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

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

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

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

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

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

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

A. Promotional Prepaid Calling Cards

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

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

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

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

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

B. Retail Prepaid Calling Cards

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

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

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

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

1. For non-payment of any amount past due to the Company by the Customer, including non-payment of a Prepaid Calling Account Renewal of a fully-depleted balance.

2. When the Available Usage Balance of a non-renewable account is Depleted to a level insufficient to place a one-minute call to the location of least cost.

3. When the established expiration date of the Prepaid Calling Account is reached.

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

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

C. Lightyear Prepaid Calling Card Service

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

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

Promotional Prepaid Calling Cards - Sponsor rate	
Pre-printed cards	$0.10 per minute
Customized cards	$0.15 per minute
Retail Prepaid Calling Cards - Retail rate	$0.50 per minute

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

5.25 Dedicated Elite Program - This Service is no longer available to new customers. (M)

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

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

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

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

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

Plan	Minimum Monthly Commitment	Per Minute Rate
Elite Plan A	$100.00 - $249.99	$0.1390
Elite Plan B	$250.00 +	$0.1290

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

Plan	Minimum Monthly Commitment	Per Minute Rate
Elite Plan A	$1000.00 - $1999.99	$0.0650
Elite Plan B	$2000.00 +	$0.0550

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

5.26 Dedicated Saver Program - This Service is no longer available to new customers. (M)

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

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

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

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

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

Plan	Minimum Monthly Commitment	Per Minute Rate
Saver - Plan A	$0.00- $1999.99	$0.0650
Saver - Plan B	$2000.00 +	$0.0550

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SECTION 6 – PROMOTIONS AND CONTRACTS

6.1 Promotions and Contract Services

6.1.1 Special Promotions

From time to time, the Company may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges. The Company will notify the Missouri Public Service Commission thirty (30) days prior to the effective date of any tests, pilots, promotional campaigns or contests.

6.1.2 Discounts

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

6.1.3 Individual Case Basis (ICB) Arrangements

Private Line services will be available to Customers in a non-discriminatory manner. Rates for interexchange dedicated access, private line, non-switched services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the service and will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis. ICB rates will not be used for switched services.

6.1.4 Contracts

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

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

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