Level 3 Communications, LLC

Local Exchange

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO LOCAL EXCHANGE COMMUNICATIONS SERVICES

WITHIN THE STATE OF KENTUCKY

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

APR 02 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephen O. Bell
SECRETARY OF THE COMMISSION

Thomas C. Stortz
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CHECK SHEET

Pages 1-59 inclusive of this tariff as of the date shown.

Page	Revision	Page	Revision	Page	Revision	Page	Revision
1	6th Revised*	27	1st Revised	50.2	1st Revised	50.19	Original
2	1st Revised	28	1st Revised	50.3	1st Revised	50.20	Original
3	1st Revised	29	2nd Revised	50.3.1	Original	50.21	Original
4	3rd Revised	30	1st Revised	50.4	1st Revised	50.22	Original
4.1	2nd Revised	31	1st Revised	50.4.1	Original	51	Original
5	1st Revised	32	1st Revised	50.4.2	Original	52	Original
6	1st Revised	33	1st Revised	50.4.3	Original	53	Original
7	1st Revised	34	1st Revised	50.4.4	Original	54	Original
8	1st Revised	34.1	1st Revised	50.4.5	Original	55	Original
9	1st Revised	35	1st Revised	50.4.6	Original	56	1st Revised
10	1st Revised	36	2nd Revised	50.4.7	Original	57	3rd Revised *
11	1st Revised	37	2nd Revised	50.4.8	Original	57.1	Original
12	1st Revised	38	2nd Revised	50.4.9	Original	57.2	Original
13	1st Revised	39	Original	50.5	1st Revised	58	Original
14	1st Revised	40	Original	50.6	1st Revised	59	Original
15	1st Revised	41	Original	50.7	1st Revised		
16	1st Revised	42	First Revised	50.8	1st Revised		
		42.1	Original				
17	1st Revised	43	Original	50.9	1st Revised		
18	1st Revised	44	Original	50.10	1st Revised		
19	1st Revised	45	First Revised	50.11	1st Revised		
		45.1	Original				
20	1st Revised	46	Original	50.12	1st Revised		
21	1st Revised	47	Original	50.13	1st Revised		
22	1st Revised	48	2nd Revised	50.14	1st Revised		
23	1st Revised	49	2nd Revised	50.15	Original		
24	2nd Revised	50	2nd Revised	50.16	Original		
25	1st Revised	50.1	2nd Revised	50.17	Original		
26	1st Revised	50.1.1	Original	50.18	Original		

* New or Revised Page

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7/23/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By _____
Signature Executive Director

Issued: June 24, 2005

Effective: July 23, 2005

John Ryan, Senior Vice President
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PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE NOV 0 9 2003 PURSUANT TO 807 KAR 5:011 SECTION 9 (1) BY EXECUTIVE DIRECTOR

Issued: October 10, 2003

Effective November 9, 2003

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EXECUTIVE DIRECTOR

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TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. 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.

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

2.
2.1
2.1.1
2.1.1.1
2.1.1.1.a
2.1.1.1.a.(1)

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS

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

C - To signify changed regulation.
D - Delete or discontinue.
I - Change resulting in an increase to a rate.
M - Moved from another tariff location.
N - New.
R - Change resulting in a reduction to a rate.
S - Matter appearing elsewhere or repeated for clarification.
T - Change in text but no change to rate or charge.
V - Signifies vintage tariff.
Z - Correction.

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate competitive local exchange services by **Level 3 Communications, LLC** to customers within the local exchange service area, defined herein.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this tariff are defined below.

Authorized User: A person, firm, corporation, or any other entity that either is authorized by the Customer to use the carrier's local exchange telephone service or is placed in a position by the consumer, either through acts or omissions, to use local exchange telephone service.

Basic Local Service: Those telecommunications services provided to residential and single-line business customers.

Bit: The smallest unit of information in the binary system of notation.

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

Commission: The Kentucky Public Service Commission.

Communications Services: The Company's intrastate local exchange telephone services.

Company: Level 3 Communications, LLC ("Level 3"), the issuer of this tariff.

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

Exchange Area A geographic are established by a telecommunications services provider consisting of one or more central offices together with associated facilities used in furnishing local telecommunication services.

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

Local Calling: A completed call or telephonic communication between a calling station and any other station within the local service area of the calling station.

Local Exchange Carrier: A telecommunications services provider offering and/or providing local telecommunications services.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Local Exchange Service Area: The geographic area in which end users may place telephone calls without incurring toll charges which includes a flat rate calling area.

Port: A connection to the Company's switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the customer. Each port is equipped with a Terminal Interface.

Recurring Charges: The monthly charges to the Customer for services, which continue for the agreed upon duration of the service.

Residential Service: Residential Service is that service furnished in private homes or apartments, including all parts of the Customer's domestic establishment, for domestic use and not for substantial occupation use, *e.g.* in the study of a clergyman located in a church, in college fraternity or sorority houses, college dormitories, convents and monasteries for domestic rather than occupational use in residential quarters.

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

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish intrastate competitive local exchange telecommunications service pursuant to the terms of this tariff in connection with voice, data and other types of transmissions between points within the State of Kentucky.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Terms and Conditions

2.1.2.1 Service is provided on the basis of a minimum period of at least one month, 24-hours per day, and shall continue to be provided until canceled by the Customer, in writing, on not less than thirty (30) days' notice. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days, unless otherwise specified herein.

2.1.2.2 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

2.1.2.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon thirty (30) days' written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

2.1.2.4 In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Terms and Conditions (Cont'd)

2.1.2.5 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

2.1.2.6 Service may be terminated without notice to the Customer if:

(a) the Customer is using the service in violation of this tariff; or

(b) the Customer is using the service in violation of the law.

2.1.2.7 This tariff shall be interpreted and governed by the laws of the State of Kentucky without regard for its choice of laws provision.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability of the Company

2.1.3.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.5. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.1.3.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability of the Company (Cont'd)

2.1.3.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.

2.1.3.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

2.1.3.5 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

2.1.3.6 The Company is not liable for any claims for loss or damages involving:

(a) Breach in the privacy or security of communications transmitted over the Company's facilities;

(b) Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;

(c) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability of the Company (Cont'd)

2.1.3.6 (Cont'd)

(d) Any act or omission in connection with the provision of 911, E911 or similar services;

(e) Any noncompletion of calls due to network busy conditions.

2.1.3.7 The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

(a) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

(b) The Company neither guarantees nor makes 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

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability of the Company (Cont'd)

(b) (Cont'd)

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. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.

(c) 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 nonpreemptibility as may be provided by the other entities.

(d) 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.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability of the Company (Cont'd)

2.1.3.8 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to 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.

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

2.1.3.10 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.

2.1.4 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. 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)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Refusal of Service

2.1.5.1 The Company may refuse to connect with or render service to an applicant for service when such service will adversely affect the service to other existing customers or where the applicant has not complied with state, county, or municipal codes and/or regulations concerning the rendition of such service.

2.1.5.2 The Company may refuse to serve an applicant for service or a Customer if, in its judgement, the provision of service is considered hazardous or of such nature that satisfactory service cannot be given.

2.1.5.3 The Company may deny service to an applicant or Customer because of an overdue, unpaid prior obligation to the Company for the same class of service at the same or different location until the obligation is paid or arrangements satisfactory to the Company are made, provided that an overdue or unpaid obligation to an information provider shall not be grounds for denial of service. A non-telecommunications company applicant for service shall only on an initial occurrence be entitled as a matter of right to arrange to pay an overdue, unpaid prior obligation over not less than six monthly billing periods. Any amount owed to the Company at the time a customer's local service is disconnected for nonpayment is considered a prior obligation. The Company may offer a payment agreement at any time if deemed appropriate by the Company.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Refusal of Service (Cont'd)

2.1.5.4 The company may deny service to an applicant or Customer for service at an address where a former Customer is known to reside and has an overdue, unpaid prior obligation to the same telecommunications company for the same class of telecommunications service at that address until the obligation is paid or satisfactory arrangements are made.

2.1.5.5 The Company may deny service until any proper deposit is paid in full or in part.

2.1.5.6 The Company may deny installation or continuation of service to any applicant or Customer who fails to provide accurate and verifiable information necessary to establish the identity of the applicant or until verifiable information is provided.

2.1.5.7 The Company may deny installation or continuation of service to any applicant or Customer who is shown to have obtained or retained service from the Company by fraudulent means, including but not limited to false statements or credit references or employment; false statement of premises address; use of an alias or false name with intent to deceive; rotation of service among roommates or persons living together for the purpose of avoiding the debts of one or more of said persons, or any other similar fraudulent devices.

2.1.5.8 The Company shall deny service to a nonregistered telecommunications company that intended to use the service requested to provide telecommunications for hire, sale, or resale to the general public within the State of Kentucky. Any telecommunications company requesting service from the Company shall state in writing whether the service is intended to be used for intrastate telecommunications for hire, sale, or resale to the general public.

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OCT 03 1998

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SECTION 9 (1)
BY: [signature]
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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

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

2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.2.4 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 non-recurring installation charges as stated in this tariff will apply.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for the payment of all applicable charges pursuant to this tariff.

2.3.2 Claims

With respect to any service or facility provided by the Company, 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:

(a) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invites of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invites; or

(b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services in a manner not contemplated by the agreement between Customer and Company.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Payment Arrangements

2.4.1 Payment for Service

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

2.4.2 Billing and Collection of Charges

2.4.2.1 Non-recurring charges are due and payable within thirty (30) days after the date an invoice is mailed to the Customer by the Company.

2.4.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice is mailed.

2.4.2.3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.2 Billing and Collection of Charges (Cont'd)

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

2.4.2.5 If any portion of the payment is received by the Company within twenty (20) days from the billing date, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The one-time late payment penalty shall be equal 1.5% to 5% times that portion of the payment not received within twenty (20) days from the billing date. Carrier will not apply a penalty to a prior penalty amount. Instead, the late payment penalty will only be applied to the unpaid portion of the bill.

2.4.2.6 Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (excluding taxes on the Company's net income) based on the provision, sale and use of services provided pursuant to this tariff.

2.4.2.7 For any check returned to the Company due to insufficient funds, uncollected funds, or closed account, a $25.00 fee will be assessed per check returned. N N

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.3 Discontinuance of Service

2.4.3.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite five (5) days prior written notice to and attempted telephonic and/or personal contact with the Customer, discontinue or suspend service without incurring any liability.

2.4.3.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 10 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period. Service shall not be disconnected prior to the eighth day following mailing of the notice.

2.4.3.3 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may discontinue or suspend service without incurring any liability.

2.4.3.4 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may discontinue service without incurring any liability.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.3 Discontinuance of Service (Cont'd)

2.4.3.5 Upon the Company's discontinuance of service to the Customer under Section 2.4.3.1 or 2.4.3.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.4 Taxes

If a municipality or political subdivision collects or receives any payment or payments or any telephone service without charge or at reduced rates from the Carrier for or by reason of the operation of the Carrier's business or any portion or phase thereof in the municipality or political subdivision or by reason of an agreement between the municipality or political subdivision and the Carrier, whether such payments or such service be called a license, occupational, privilege, franchise or inspection tax or fee or otherwise, or whether in a lump sum, or at a flat rate, based on receipts or otherwise, the aggregate amount of such payments and such service will be billed, insofar as practical, pro rata to the exchange customers within such municipality or political subdivision, provided, however, the foregoing shall not apply to any such payment or payments or to any such telephone service without charge or at reduced rates during the term of any agreements or arrangement now in effect. All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on monthly bills to customers and are not included in the quoted rates.

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on monthly bills to customers and are not included in the quoted rates.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruption in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in Section 2.5.1 for the part of the service that the interruption affects.

2.5.1 Credit for Interruptions

2.5.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service to be interrupted and releases it for testing and repair. An interruption period ends when the service is operative. If the Customer reports a service to be inoperative but declines to release it for testing and repair, it is considered to be impaired but not interrupted.

2.5.1.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruption in Service (Cont'd)

2.5.1 Credit for Interruptions (Cont'd)

C

2.5.1.3 A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

Length of Interruption	Interruption Period To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 8 hours	¼ Day
8 hours up to but not including 12 hours	½ Day
12 hours up to but not including 16 hours	¾ Day
16 hours up to but not including 24 hours	One Day

Two or more service interruptions of the same type to the same line/equipment of two (2) hours or more during any one twenty-four (24) hour period shall be considered as one interruption. In no event shall such interruption credits for any one line/equipment exceed one (1) day's fixed recurring charges for such line/equipment in any twenty-four (24) hour period.

Interruptions over 24 hours will be credited 1/24 day for each 1-hour period or fraction thereof up to a maximum of 8 hours. Interruptions in excess of 8 hours will be credited as one day. No more than one full day's credit will be allowed for any period of 24 hours. C

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruption in Service (Cont'd)

2.5.2 Limitations on Allowances

No credit allowance will be made for:

(a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;

(b) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's services;

(c) interruptions due to the failure or malfunction of non-Company equipment;

(d) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

(e) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and

(f) interruption of service due to circumstances or causes beyond the control of the Company.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Use of Customer's Service by Others

2.6.1 Resale

Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws or Commission regulations governing such resale or sharing. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.6.2 Joint Use Arrangements

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

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.7 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.5.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonably incurred in connection with

(a) all Non-Recurring charges reasonably expended by Company to establish service to Customer, plus

(b) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, except that in accordance with the Rules of the Kentucky Public Service Commission, 807 KAR 5:006, sections 13(5) and 14, this subsection shall not apply to any residential or single line business Customer subscribing to basic local exchange services, plus

(c) all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term.

2.8 Transfers and Assignments

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

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.9 Notices and Communications

2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.10 Deposits

To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with the Rules and Regulations Governing Public Utility Service of the Kentucky Public Service Commission, 807 KAR 5:006 section 7. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

(a) 2/12 of a customer's actual or estimated annual bill for a service or facility where bills are rendered monthly and where such service is provided to a Residential Customer; or

(b) 2/12 of a customer's actual or estimated annual bill for a service or facility where bills are rendered monthly and service is provided to a Non-residential Customer; except that the deposit may include an additional amount in the event that a termination charge is applicable and/or the Customer is in possession of personal property of the Company.

(c) A deposit may be required in addition to an advance payment.

The Company will refund a deposit collected from a residential customer or waive any requirement of deposit from a residential customer when such person:

(a) Presents satisfactory proof that he or she is sixty (60) years or older;

(b) Indicates that he or she is the primary user of the service and subscribed for such service in his or her own name;

(c) Affirms responsibility for the payment of charges for the service; and

(d) Has had no balance carried forward from one month's bill to the next during the prior twelve (12) month period.

When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company will, in accordance with the Rules and Regulations Governing Public Utility Service of the Kentucky Public Service Commission, 807 KAR 5:006, section 7, return the deposit or credit it to the Customer's account. Deposits held for one (1) year or more will accrue interest at a rate and in a manner prescribed by law, beginning on the date of deposit.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.11 Disputed Bills N

All bills are presumed accurate, and shall be absolutely binding on the Customer unless written objection is received by Company within forty-five (45) days after such bills are rendered. In the case of a billing dispute between the Customer and Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action within thirty (30) days of the billing date:

2.11.1 First, the Customer may request, and Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)

2.11.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Company, the Customer may file an appropriate complaint with the Kentucky Public Service Commission. The Commission's address is:

Kentucky Public Service Commission
730 Schenkel Lane
P.O. Box 615
Frankfort, KY 40602
(502) 564-3940

Or by contacting Company at 1-877-453-8353 during normal business hours. N

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SECTION 3 - DESCRIPTION OF SERVICE OFFERED

3.1 Introduction

This section governs the application of rates for services contained in other sections of this tariff and contains a general description of the services offered by the Company and the rates applicable to each service. The Company provides services through the use of its own facilities and the resold facilities of other certified carriers. The Company provides telephonic-quality voice and data transmission services that enable Users to communicate on a real-time basis between points within local exchange service areas in the State of Kentucky, as well as ancillary services that facilitate the use or expand the capabilities of communications services.

3.2 Charges Based on Duration of Use

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

3.2.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded up to the next whole unit.

3.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).

3.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.

3.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

3.2.5 All times refer to local times.

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SECTION 3 - DESCRIPTION OF SERVICE OFFERED (Cont'd)

C

3.3 Rates Based Upon Distance

3.3.1 Distance between two points is measured as airline distance between two Points of Service.

3.3.2 The airline distance between any two Points of Service is determined as follows:

A. Obtain the vertical and horizontal coordinates for each Point of Service location.

B. Compute the difference between the vertical coordinates of the two Points of Service; and compute the difference between the two horizontal coordinates.

C. Square each difference between the vertical coordinates and the horizontal coordinates.

D. Add the square of the vertical coordinates difference and the square of the horizontal coordinates difference.

E. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
For example: $\frac{(V2 - V1)^2 + (H2 - H1)^2}{10}$

F. Take the square root of the result.

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SECTION 3 - DESCRIPTION OF SERVICE OFFERED (Cont'd)

3.4 Service Areas

Company's exchange areas, rate groups, and local calling areas are identical to those defined in the tariffs of the incumbent local exchange company serving each exchange area. Company to provide service in the exchange areas served by the certified local exchange companies including:

ALLTEL Kentucky, Inc. N
BellSouth Telecommunications, Inc.
Brandenburg Telephone Company
Duo County Telephone Cooperative Corporation, Incorporated Z
Kentucky ALLTEL, Inc.

Operational characteristics of interface signals between Company-provided connecting arrangements and customer-provided equipment must conform to the rules and regulations the Company considers necessary to maintain proper standards of service.

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Signature

Section 4 - SPECIAL SERVICES AND PROGRAMS

4.1 SPECIAL EQUIPMENT FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER

The Company will also advise the customer who requests this equipment of the applicable terms for purchase.

4.2 DISCOUNTED SERVICE FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER

General

A handicapped person who has been certified to the Company as having a hearing or speech impairment which requires that he or she communicate over telephone facilities by means other than voice, and who either use non-voice equipment or make calls through an interpreter, will receive, upon application to the Company, a fifty percent (50%) discount on local measured rate service.

Certification

Acceptable certifications are:

1. Those made by a licensed physician, otolaryngologist, speech-language pathologist or audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairment in cooperation with an official agency of the State of Kentucky, or

2. A pre-existing certification establishing the impairment of hearing or speech such as those which qualify the handicapped person for social security benefits on the basis of total hearing impairment or for the use of facilities of an agency for a person with hearing or speech impairment.

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Section 4 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

4.2 DISCOUNTED SERVICE FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER (Cont'd)

Qualification

A customer qualifying for the discount is one whose impairment is such that competent authority would certify him or her as being unable to use a telephone for voice communication. See Section 8, "Handicapped Person," for a listing of the necessary qualifications.

Billing

The reduction in charges is applied only at one location, designated by the impaired person.

4.3 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

General

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

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Section 4 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

4.3 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

Regulations

a. This service is furnished to municipalities and other governmental agencies only for the purpose of voice reporting of emergencies by the public. For this service, the municipality or government agency(s) designated by the customer as responsible for the control and staffing of the emergency report center is referred to as the "Agency".

b. When 911 service replaces an existing emergency number, intercept service shall be the responsibility of the Agency. However, if the Agency is unable to provide this service, the operator will intercept and forward requests for emergency aid for a period of at least one year

c. 911 service is furnished for incoming calls only.

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Section 4 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

4.3 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

Conditions of Furnishing Service

4.3.1 The Company's entire liability to the Customer or any person for interruption or failure of 9-1-1 service shall be limited by the terms set forth in this section. This 9-1-1 service is offered solely for the use of the Customer or to assist the Customer in providing 9-1-1 emergency service in conjunction with applicable fire, police and other public safety agencies. By providing this service to the Customer, the Company does not create any relationship or obligation, direct or indirect, to any third party other than the Customer. T

4.3.2 The Company shall not be liable for civil damages, whether in contract, tort or otherwise, to any person, corporation, or other entity for any loss or damage caused by any Company act or omission in the design, development, installation, maintenance or provision of 9-1-1 service other than an act or omission constituting gross negligence or wanton or willful misconduct. However, in no event shall the Company's liability to any person, corporation, or other entity for any loss or damage exceed an amount equal to the prorated allowance of the tariff rate for the service or facilities provided to the Customer for the time such interruption to service or facilities continues, after notice by the customer to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the Customer.

4.3.3 The Customer shall indemnify, defend and hold harmless the Company from any damages, or other injuries which may be asserted by any person, business, governmental agency, or other entity against the Company or Customer or any of their employees, directors, officers, or agents except for Company acts of gross negligence or willful or wanton misconduct, in connection with developing, adopting, implementing, maintaining, or operating the 9-1-1 system or for releasing subscriber information in connection with the provision of the 9-1-1 service. The Company accepts no responsibility for obtaining subscriber record information from private telecommunications systems. T

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Section 4 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

4.3.4 The Company shall not be liable or responsible for any indirect, incidental, or consequential damages associated with the provision of 9-1-1 service, including, by way of example and without limitation, when a failure or interruption of 9-1-1 service is due to the attachment of any equipment by a Customer to Company facilities. The Company shall not be liable for any civil damages caused by an act or omission of the Company in good faith release of information not in the public record, including non-published subscriber information, to emergency service providers responding to calls placed to a 9-1-1 service or host providers using such information to provide a 9-1-1 service. T

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

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Section 4 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

4.4 ENHANCED UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

General

Enhanced Universal Emergency Telephone Number Service (E911 Service) is a Call Delivery Network whereby any telephone user who dials the number 911 will reach a designated Public Safety Answering Point (PSAP). E911 Service is offered in the Company's serving area subject to the availability of stored program control central office facilities, Enhanced 911 software, and ANI equipment. The telephone user who dials the 911 number will not be charged for the call.

Regulations

a. In addition to the following, the regulations in 4.2 apply.

b. This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the company undertake such responsibility. The Agency shall make such operational tests as in their judgment are required to determine whether the system is functioning properly for its use. The Agency shall promptly notify the Company in the event the system is not functioning properly.

c. E911 information, consisting of the names, addresses, and telephone numbers of all telephone customers, is confidential, The Company will release such information to the Agency periodically for the update of their systems.

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Section 4 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

4.4 ENHANCED UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (Cont'd)

Regulations (Cont'd)

d. The E911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number ("ANI") and address ("ALI") associated with the originating station location are furnished to the PSAP, on a call by call basis, after an E911 call has been received.

e. Service boundaries of the Company and political subdivision boundaries may not coincide. In the event that the Agency does not subscribe to Selective Routing, it must make arrangements to handle all 911 calls that originate from telephones served by Central offices in the local service areas (i.e., exchange) whether or not the calling telephone is situated on property within the geographical boundaries of the Agency's public safety jurisdiction.

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Section 4 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

4.4 ENHANCED UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

Conditions of Furnishing Service

4.4.1 The Company's entire liability to the Customer or any person for interruption or failure of 9-1-1 service shall be limited by the terms set forth in this section. This 9-1-1 service is offered solely for the use of the Customer or to assist the Customer in providing 9-1-1 emergency service in conjunction with applicable fire, police and other public safety agencies. By providing this service to the Customer, the Company does not create any relationship or obligation, direct or indirect, to any third party other than the Customer. T

4.4.2 The Company shall not be liable for civil damages, whether in contract, tort or otherwise, to any person, corporation, or other entity for any loss or damage caused by any Company act or omission in the design, development, installation, maintenance or provision of 9-1-1 service other than an act or omission constituting gross negligence or wanton or willful misconduct. However, in no event shall the Company's liability to any person, corporation, or other entity for any loss or damage exceed an amount equal to the prorated allowance of the tariff rate for the service or facilities provided to the Customer for the time such interruption to service or facilities continues, after notice by the customer to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the Customer.

4.4.3 The Customer shall indemnify, defend and hold harmless the Company from any damages, or other injuries which may be asserted by any person, business, governmental agency, or other entity against the Company or Customer or any of their employees, directors, officers, or agents except for Company acts of gross negligence or willful or wanton misconduct, in connection with developing, adopting, implementing, maintaining, or operating the 9-1-1 system or for releasing subscriber information in connection with the provision of the 9-1-1 service. The Company accepts no responsibility for obtaining subscriber record information from private telecommunications systems. T

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Section 4 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

4.4.4 The Company shall not be liable or responsible for any indirect, incidental, or consequential damages associated with the provision of 9-1-1 service, including, by way of example and without limitation, when a failure or interruption of 9-1-1 service is due to the attachment of any equipment by a Customer to Company facilities. The Company shall not be liable for any civil damages caused by an act or omission of the Company in good faith release of information not in the public record, including non-published subscriber information, to emergency service providers responding to calls placed to a 9-1-1 service or host providers using such information to provide a 9-1-1 service.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

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Section 4 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

4.5 KENTUCKY RELAY SERVICE

General

The Company will provide access to a telephone relay center for Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired customers to use.

Regulations

a. Only intrastate calls can be completed using the Kentucky Relay Service under the terms and conditions of this tariff.

b. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.

c. Calls through the Relay Service may be billed to a third number only if that number is within the State of Kentucky. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.

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Section 4 - SPECIAL SERVICES AND PROGRAMS (Cont'd)

4.5 KENTUCKY RELAY SERVICE (Cont'd)

Regulations (Cont'd)

d. The following calls may not be placed through the Relay Service:

1. calls to informational recordings and group bridging service:
2. calls to time or weather recorded messages;
3. station sent paid calls from coin telephones; and
4. operator-handled conference service and other teleconference calls.

Liability

The Company contracts with an outside provider for the provision of this service. The outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the customer, by using the service, agrees to release, defend, and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted, or asserted by the customer, or by any other person, for any loss or destruction of any property whatsoever, whether covered by the customer or others, or for any personal injury or death of, any person. Not withstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

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Section 5 - RATE SCHEDULE

Applicability

This section sets forth the rates and charges applicable to Carrier's service offerings. The rates and charges are applicable to all dedicated services provided to customers as indicated. Dedicated Access Services consist of the services offered pursuant to this section, either individually or in combination. Each service is offered independently of the others. Service is offered via the Company's facilities for the transmission of one-way and two-way communications, unless otherwise noted.

5.1 Services Offered

5.1.1 The following dedicated access services are offered in this tariff:

DS1 Service (1.544 Mbps)
DS3 Service (44.736 Mbps)

(D)

OC-3 (Optical Carrier Level 3 155.52 Mbps) (N)
OC-12 (SONET Channel of 622.08 Mbps)
OC-3c (Concatenated Optical Carrier Level 3, SONET Channel of 155.52 Mbps)
OC-12c (Concatenated Optical Carrier Level 12, SONET Channel of 622.08)
OC-48 (Optical Carrier Level 48, SONET Channel of 2.4 Gbps)
OC-48c (Concatenated Optical Carrier Level 48, SONET Channel of 2.4 Gbps) (N)

5.1.2 Other services may be provided by the Company on an Individual Case Basis (ICB).

5.2 Type I and Type II Services

5.2.1 DS3 Service and DS1 Service may be provided as either Type I or Type II Services, depending upon the availability of facilities. Type I Service rates apply when both endpoints of the channel are served by the Company's network. Type II Service rates apply when one endpoint of the transmission channel is served by another local exchange carrier's network (Type II Services are provided via a combination of the Company's facilities and another local exchange carrier's facilities). Because Type II Service prices are dependant upon another LEC's facilities, they will be provided at the sole discretion of the Company and priced on an Individual Case Basis ("ICB"), applied in a nondiscriminatory manner. (N) (N) (D) (D)

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Section 5 - RATE SCHEDULE (Cont'd)

5.3 DS3 Service (44.736 Mbps)

5.3.1 DS3 Service is composed of digital channels provided at 44.736 Mbps for the transmission of one-way and two-way communications. Interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics:

Line Rate: 44.736 Mbps +/- 20 ppm

Line Code: Bipolar with three-zero substitution

Test Load: 75 ohms resistive +/- 5 percent

Power Levels: For an all-ones signal, the power in a 2 KHz band above 22.368 KHz shall be -1.8 to +5.7 dBm and the power in a 2 KHz band above 44.736 MHZ shall be at least 20 dB below that in a 2 Khz band above 22.368 KHz. [1] (T) | (T)

NOTES:

1. The power levels specified by CCITT Recommendation G.703 are identical except that the power is to be measured in 3 KHz bands.

5.3.2 Digital channels at 44.736 Mbps will be provided in one of the following configurations, as specified by the customer:

5.3.3 Clear Channel DS3: A DS3 signal that is transmitted intact and transparently as provided at the customer interface. No performance monitoring is performed since all 44.736 Mbps are considered customer data or voice.

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Section 5 - RATE SCHEDULE (Cont'd)

5.3 DS3 Service (44.736 Mbps) (Cont'd)

5.3.4 M13 Framed DS3: A DS3 that is channelized into 28 DS1 (1.544 Mbps) signals and include a predefined standard multiplexing scheme as defined in ANSI T1.107a. The M13 DS3 contains parity bits which can be monitored to offer an approximate measure of performance. 43.232 Mbps is customer data (or voice), the remainder being used for framing, synchronization, parity, etc.

5.3.5 C-bit Parity Framed DS3: A DS3 that can be used for subrated or nonsubrated DS3 signals. This allows DS3 signal monitoring for end-to-end performance measurement on an in-service basis, transmitted on the maintenance data communications channel. The C-bit parity format is defined in ANSI T1.107a. 43.232 Mbps is customer data (or voice), the remainder being used for framing, synchronization, parity, etc.

5.4 DS1 Service (1.544 Mbps)

5.4.1 DS1 Service is composed of digital channels provided at 1.544 Mbps for the transmission of one-way and two-way communications. Interconnections to such channels and equipment interfacing to such channels shall meet the following technical characteristics:

Line Rate:	1.544 Mbps ± 120 ppm	(T)
Line Code:	Bipolar with either AMI (Alternate Mark Inversion) - or - B8ZS (Binary 8-zero substitution).	
Test Load:	100 ohms resistance +/- 5 percent.	
Pulse Shape:	The pulse amplitude shall be between 2.4 and 3.6 volts.	(T)

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Section 5 - RATE SCHEDULE (Cont'd)

5.4 DS1 Service (1.544 Mbps) (Cont'd)

Power Levels: For an all-ones signal, the power in a 3kHz +- 1 kHz band centered at 772 kHz shall be between 12.6 dBm and 17.9 dBm. The power in a 3 kHz band +/- 1 kHz band centered at 1544 kHz shall be at least 29 dB below that at 772 kHz. (T) (T)

Pulse Imbalance: There shall be less than 0.5 dB difference between the total power of the positive pulses and the negative pulses.

NOTES:

1 . The CCITT specification is ± 50 ppm.

2. Recommended for new equipment: The power in a 2 KHz band about 772 KHz shall be 12.6-17.9 dBm. CCITT requirements: The power in a 3 KHz band about 772 KHz is 12.0-19.0 dBm.

3. CCITT requirements: The power in a 3 KHz band about 1544 Khz shall be at least 25 dB below that in a 3 KHz band about 772 KHz.

(D) (D)

5.4.6 Clear Channel DS1: A DS1 signal that is transmitted intact and transparently as provided at the customer interface. No performance monitoring is performed since all 1.544 Mbps are considered customer data or voice. (N)

5.4.7 Channelized DS1: A DS3 that is channelized into 24 DS0 (64 Kbps) signals and include a predefined standard multiplexing scheme as defined in ANSI T1.107a.

5.4.8 Framing: DS-1 service can be offered either via ESF (Extended Super Frame) or SF (Super Frame). (N)

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SECTION 9 (1)

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Effective: November 9, 2003

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Section 5 - RATE SCHEDULE (Cont'd)

5.7 OC-3 Service (N)

OC-3 provides for the direct electrical-to-optical mapping of the STS-3 signal with frame synchronous scrambling.

5.8 OC-12 Service

OC-12 provides for the direct electrical to optical mapping of the STS-12 (SONET) channel of 622.08 Mbps with frame synchronous scrambling.

5.9 OC-3c Service

OC-3c provides for the concatenated direct electrical- to –optical mapping of the STS-3 (SONET) with frame synchronous scrambling.

5.10 OC-12c Service

OC-12c provides for the concatenated direct electrical-to-optical mapping of the STS-12 (SONET) channel of 622.08 Mbps with frame synchronous scrambling.

5.11 OC-48 Service

OC-48 provides for the direct electrical to optical mapping of STS-48 (SONET) channel with 2.488 Gbps with frame synchronous scrambling.

5.12 OC-48c Service

OC-48c provides for the concatenated direct electrical-to-optical mapping of the STS-48 (SONET) channel of 2.4 Gbps with frame synchronous scrambling.

(N)

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5.13 Rates for Dedicated Access Services

5.13.1 General

Nonrecurring and monthly recurring rates apply for each Digital Transmission Service furnished by the Company. Monthly recurring rates vary according to the time period for
which the Customer commits to take the service. Unless otherwise noted, these standard rate elements are used in calculating the monthly recurring rate for each service: (T)

5.13.1.1 Interoffice Channel Mileage-Fixed: This rate element applies per digital channel whenever there is mileage associated with the channel; a digital channel has mileage associated with it when the endpoints of the channel are located in geographic areas normally served out of separate Customer premises or the Customer premise and the Level 3 Gateway. This rate element applies per circuit. (T)

5.13.1.2 Interoffice Channel Mileage-Per Mile: This rate element applies whenever there is mileage associated with the digital channel. The unit rate is multiplied by the number of miles (Interoffice Mileage) between the two Customer premises or the Customer premise and the Level 3 Gateway. Fractions of a mile are rounded up to the next whole mile before rates are applied.

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Section 5 - RATE SCHEDULE (Cont'd)
5.13 Rates for Dedicated Access Services (Cont'd)
5.13.1 General (Cont'd)

5.13.1.3 Terms (N)

A. Standard Lease

1. A 1 year standard lease is available as standard to all users.
2. In addition, MTM (Month to Month), 6 months, 2, 3, 4 and 5 year leases are also available on an ICB basis. All ICB arrangements must be filed with the Commission for approval.
3. All standard lease terms will include monthly recurring charges and non-recurring install charges as described in the tables below.

B. 5 Year Long Term Lease

A standard long term lease has a term of 5 years. Multiple long term leases may be purchased for any Dedicated Access/Private Line service ordered by purchasing a purchase option. The purchase option is a one-time NRC that is applied at year one. The cost of the purchase option to Customer will be 1% of the Future Value of the option at the beginning of the first 5-year term. For example; Customer may purchase 2 x Long Term Lease OC3c which would mean that Company agrees to provide a defined OC3c circuit to customer for an initial 5-year term and a second 5-year term at the option of Customer. At the end of the first 5-year term, Customer may exercise the option at the predetermined price set at the contract/option signing (year 0).

Long Term Lease is available for DS1 and DS3 level services on an Individual Case Basis (ICB). All ICB arrangements must be filed with the Commission for approval.

Long Term Lease charges will consist of a non-recurring lease charge, segment(s) and termination(s) charges, a non-recurring lease install charge, and an annual O&M charge.

Long Term Lease charges will consist of a non-recurring lease charge, segment(s) and termination(s) charges, a non-recurring lease install charge, and an annual O&M charge. The Long Term Lease option also has an annual O&M fee (paid annually in advance) of 2.5% of the Long Term Lease fee. It will be incremented annually by the CPI. (N)

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5.13 Rates for Dedicated Access Services (Cont'd) (T)

5.13.2 IntraCity Local Transport Services (N)

IntraCity Local Transport service is a dedicated access service that provides point-to-point capacity transport between two circuit end-points.

5.13.2.1 Standard Lease Pricing

A. Type I DS1 Service

This service is priced ICB. All ICB arrangements must be filed with the Commission for approval. (N)

B. Type I DS3 Service

This service consists of a DS3 (44.736 Mbps) capacity digital channel available on a 24 hour per day, 7 day per week basis between two points. There is a 1-year minimum service period for each Basic DS3.

Monthly Rates	1 Year	
Interoffice Channel Mileage (Fixed or 0 Miles)	$950	(R)
Interoffice Channel Mileage (0>1 Mile)	$1,000	(N)
Interoffice Channel Mileage (Per Mile Above 1 Mile)	$10	(R)
NRC Installation Rate	$500	(R)

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Section 5 - RATE SCHEDULE (Cont'd) (N)

5.13 Rates for Dedicated Access Services (Cont'd) (T)

5.13.2 IntraCity Local Transport Services (Cont'd) (N)

5.13.2.1 Standard Lease Pricing (Cont'd)

C. Type I OC3 Service

This service consists of an OC3 (155.52 Mbps) capacity digital channel available on a 24 hour per day, 7 day per week basis between two points. There is a 1-year minimum service period for each Basic OC3.

OC3 **Month Recurring Rate**	**1 Year**
Interoffice Channel Mileage (Fixed or 0 Miles)	$2,600
Interoffice Channel Mileage (0>1 Mile)	$2,800
Interoffice Channel Mileage (Per Mile Above 1 Mile)	$50
NRC Installation Rate	$2,500

D. Type I OC12 Service

This service consists of an OC12 (622.08 Mbps) capacity digital channel available on a 24 hour per day, 7 day per week basis between two points. There is a 1-year minimum service period for each Basic OC12.

OC12 **Month Recurring Rate**	**1 Year**
Interoffice Channel Mileage (Fixed or 0 Miles)	$7,500
Interoffice Channel Mileage (0>1 Mile)	$7,900
Interoffice Channel Mileage (Per Mile Above 1 Mile)	$100
NRC Installation Rate	$3,000

(N)

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Section 5 - RATE SCHEDULE (Cont'd)

(T)

5.13 Rates for Dedicated Access Services (Cont'd)

(N)

5.13.2 IntraCity Local Transport Services (Cont'd)

5.13.2.1 Standard Lease Pricing (Cont'd

E. Type I OC48 Service

This service consists of an OC48 (2.4 Gbps) capacity digital channel available on a 24 hour per day, 7 day per week basis between two points. There is a 1-year minimum service period for each Basic OC48.

OC48 **Month Recurring Rate**	**1 Year**
Interoffice Channel Mileage (Fixed or 0 Miles)	$22,000
Interoffice Channel Mileage (0>1 Mile)	$23,000
Interoffice Channel Mileage (Per Mile Above 1 Mile)	$200
NRC Installation Rate	$5,000

(N)

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Section 5 - RATE SCHEDULE (Cont'd)

5.13 Rates for Dedicated Access Services (Cont'd) (T)

5.13.2 IntraCity Local Transport Services (Cont'd) (N)

5.13.2.2 5-Year Long Term Lease Pricing

IntraCity Local Transport 5-year Long Term Lease will be priced according to the method stated in Section 5.13.1.3.B.

A. Type I OC3 Service

OC3 Upfront Payment	**5 Year**
Interoffice Channel Mileage (Fixed or 0 Miles)	$73,317
Interoffice Channel Mileage (0>1 Mile)	$80,711
Interoffice Channel Mileage (Per Mile Above 1 Mile)	$1,802
NRC Installation Rate	$2,000

B. Type I OC12 Service

OC12 Upfront Payment	**5 Year**
Interoffice Channel Mileage (Fixed or 0 Miles)	$205,989
Interoffice Channel Mileage (0>1 Mile)	$220,650
Interoffice Channel Mileage (Per Mile Above 1 Mile)	$3,605
NRC Installation Rate	$3,000

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Issued: October 10, 2003

Effective: November 9, 2003

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Section 5 - RATE SCHEDULE (Cont'd)

5.13 Rates for Dedicated Access Services (Cont'd) (T)

5.13.2 IntraCity Local Transport Services (Cont'd) (N)

5.13.2.2 5-Year Long Term Lease Pricing Cont'd)

C. Type I OC48 Service

OC48 Upfront Payment	**5 Year**
Interoffice Channel Mileage (Fixed or 0 Miles)	$540,355
Interoffice Channel Mileage (0>1 Mile)	$583,482
Interoffice Channel Mileage (Per Mile Above 1 Mile)	$7,209
NRC Installation Rate	$5,000

O&M-An Annual Recurring O&M Fee will be due for each year of each 5-Year Long Term Lease. The O&M Fee is equal to 2.5% of the upfront payment for the service ordered. There is a minimum O&M fee of $2,500. (N)

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Issued: October 10, 2003

Effective: November 9, 2003

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Section 5 - RATE SCHEDULE (Cont'd)

5.13 Rates for Dedicated Access Services (Cont'd) (T)

5.13.3 IntraCity Metro Access Service (N)

IntraCity Metro Access is an IntraCity service offered in conjunction with the purchase of Company's InterState Private Line services as stated in Level 3's Interstate and International Dedicated Access price schedule which can be found at www.Level3.com. When IntraCity Private Line is offered in conjunction with InterState Private Line, the IntraCity Metro Access rates will reflect a discounted rate from the standard IntraCity Local Transport rates above.

5.13.3.1 Standard Lease Pricing

A. Type I DS1 Service

This service is priced ICB. All ICB arrangements must be filed with the Commission for approval.

B. Type I DS3 Service

DS3 **Month Recurring Rate**	**1 Year**
Interoffice Channel Mileage (Fixed or 0 Miles)	$825
Interoffice Channel Mileage (0>1 Mile)	$875
Interoffice Channel Mileage (Per Mile Above 1 Mile)	$10
NRC Installation Rate	$1,000

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Effective: November 9, 2003

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Section 5 - RATE SCHEDULE (Cont'd)

5.13 Rates for Dedicated Access Services (Cont'd) (T)

5.13.3 IntraCity Metro Access Service (Cont'd) (N)

5.13.3.1 Standard Lease Pricing (Cont'd)

C. Type I OC3 Service

OC3 Month Recurring Rate	**1 Year**
Interoffice Channel Mileage (Fixed or 0 Miles)	$2,250
Interoffice Channel Mileage (0>1 Mile)	$2,450
Interoffice Channel Mileage (Per Mile Above 1 Mile)	$50
NRC Installation Rate	$2,500

D. Type I OC12 Service

OC12 Month Recurring Rate	**1 Year**
Interoffice Channel Mileage (Fixed or 0 Miles)	$6,460
Interoffice Channel Mileage (0>1 Mile)	$6,860
Interoffice Channel Mileage (Per Mile Above 1 Mile)	$100
NRC Installation Rate	$3,000

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Section 5 - RATE SCHEDULE (Cont'd)

5.13 Rates for Dedicated Access Services (Cont'd) (T) (N)

5.13.3 IntraCity Metro Access Service (Cont'd)

5.13.3.1 Standard Lease Pricing (Cont'd)

E. Type I OC48 Service

OC48 Month Recurring Rate	**1 Year**
Interoffice Channel Mileage (Fixed or 0 Miles)	$19,700
Interoffice Channel Mileage (0>1 Mile)	$20,500
Interoffice Channel Mileage (Per Mile Above 1 Mile)	$200
NRC Installation Rate	$5,000

(N)

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Section 5 - RATE SCHEDULE (Cont'd)

5.13 Rates for Dedicated Access Services (Cont'd) (T)

5.13.3 IntraCity Metro Access Service (Cont'd) (N)

5.13.3.2 5-Year Long Term Lease Pricing

IntraCity Metro Access 5-year Long Term Lease will be priced according to the method stated in Section 5.13.1.3.B.

A. Type I OC3 Service

OC3 Upfront Payment	**5 Year**
Interoffice Channel Mileage (Fixed or 0 Miles)	$63,197
Interoffice Channel Mileage (0>1 Mile)	$70,390
Interoffice Channel Mileage (Per Mile Above 1 Mile)	$1,802
NRC Installation Rate	$2,500

B. Type I OC12 Service

OC12 Upfront Payment	**5 Year**
Interoffice Channel Mileage (Fixed or 0 Miles)	$177,038
Interoffice Channel Mileage (0>1 Mile)	$191,235
Interoffice Channel Mileage (Per Mile Above 1 Mile)	$3,605
NRC Installation Rate	$3,000

(N)

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Section 5 - RATE SCHEDULE (Cont'd)

5.13 Rates for Dedicated Access Services (Cont'd) (T)

5.13.3 IntraCity Metro Access Service (Cont'd) (N)

5.13.3.2 5-Year Long Term Lease Pricing (Cont'd)

C. Type I OC48 Service

OC48 Upfront Payment	**5 Year**
Interoffice Channel Mileage (Fixed or 0 Miles)	$483,377
Interoffice Channel Mileage (0>1 Mile)	$519,554
Interoffice Channel Mileage (Per Mile Above 1 Mile)	$7,209
NRC Installation Rate	$5,000

O&M--An Annual Recurring O&M Fee will be due for each year of each 5-Year Long Term Lease. The O&M Fee is equal to 2.5% of the upfront payment for the service ordered. There is a minimum O&M fee of $2,500.

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Issued: October 10, 2003

Effective: November 9, 2003

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SECTION 9 (1)
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Section 5 - RATE SCHEDULE (Cont'd)

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Section 5 - RATE SCHEDULE (Cont'd)

(T)

5.13 Rates for Dedicated Access Services (Cont'd)

5.13.6 Non-Standard Offerings

5.13.6.1 Individual Case Basis (ICB) Arrangements

For special situations, rates for Dedicated Access Services will be determined on an Individual Case Basis (ICB) and specified by contract between the Company and the Customer. All ICB arrangements must be filed with the Commission for approval. T

(T)

5.14 Grandfathered Services (M)

5.14.1 DS1 Hub Service

DS1 Hub Service allows a customer to aggregate up to 28 DS1 channels that terminate in the same location into a single DS3.

5.14.2 DS0 Service

DS0 Services are Digital Channels furnished by the Company at transmission speeds of 2.4 kbps, 4.8 kbps, 9.6 kbps, 19.2 kbps, 64 kbps, or in multiples of 64 kbps up to 1.544 Mbps. Such channels will be configured by the Company to transmit digital data at specified data rates or analog signals converted to digital signals, as described below. Interconnections to such channels and equipment interfacing to such channels shall meet the technical characteristics described below in connection with each service configuration. The NCI Codes referenced below are defined in Bell Communications Research (Bellcore) publication TR-NPL-000335.

Each DS0 channel will be provided in one of the following configurations, as specified by the Customer.

5.14.2.1 Effective 2-Wire Service

Provides a digital transmission channel capable of normally carrying, among other information, the digitized representation of human speech. At the Company's point of interconnection with the User, the service will have the technical characteristics of a standard 2-wire analog telephone circuit. Specific configurations are as follows: (M)

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Wm. P. Hunt

Section 5 – RATE SCHEDULE (Cont'd)

5.14 Grandfathered Services (Cont'd) (T)

5.14.2 DS0 Service (Cont'd) (M)

5.14.2.2 2-Wire Transmission Only

2 wire, 600 ohm, open loop (continuously connected) with industry standard demarcation (NCI Code: 02NO2). C4 conditioned circuit connecting two locations, typically used for voice-grade data services.

5.14.2.3 Digital Services

Provides a digital transmission channel capable of normally carrying synchronous digital data signals. The following service configurations are available:

5.14.2.4 64 Kbps Data Service

A 4-wire 135 ohm handoff. Other possible handoffs are RS232/DB25, RS422/DB25, or V.35. Provides point-to-point, 64 Kbps clear channel for a full-duplex synchronous data circuit. No error correction or in-band control codes are supported. (Possible NCI Code: 04DU5-64).

5.14.2.5 DS1 Hub Service

DS1 Hub Service allows a customer to aggregate up to 24 DS0 channels that terminate in the same location into a single DS1 and the distribution of End Link circuits. (M)

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Effective November 9, 2003

Issued: October 10, 2003

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Section 5 – RATE SCHEDULE (Cont'd)

5.14 Grandfathered Services (Cont'd) (T)

5.14.3 Rates (M)

A. Type II DS3 Service

Monthly Recurring Rate	1 Year
Interoffice Channel Mileage (Fixed)	$2,025
Interoffice Channel Mileage (Per Mile)	$41
NRC Installation Rate	$1,000

B. Type I DS1 Service

Monthly Recurring Rate	1 Year
Interoffice Channel Mileage (Fixed)	$200
Interoffice Channel Mileage (Per Mile)	$13.55
NRC Installation Rate	$525

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Effective: November 9, 2003

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Section 5 – RATE SCHEDULE (Cont'd)

5.14 Grandfathered Services (Cont'd) (T)

5.14.3 Rates (Cont'd) (M)

C. Type II DS1 Service

Monthly Recurring Rate	1 Year
Interoffice Channel Mileage (Fixed)	$200
Interoffice Channel Mileage (Per Mile)	$13.55
NRC Installation Rate	$525

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Issued: October 10, 2003

Effective: November 9, 2003

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Section 5 – RATE SCHEDULE (Cont'd)

5.14 Grandfathered Services (Cont'd) (T)

5.14.3 Rates (Cont'd) (M)

D. DS3 Hub Service

This service consists of up to 28 DS1(1.544 Mbps) digital channels, which are aggregated at a Level 3 Hub onto a standard DS3 circuit with Interoffice Mileage and End Link Access Charges at the terminating end. There is a minimum 1-year service period for each DS3 Hub Service.

Service **Configuration**	Non-Recurring	Recurring
DS3 Channel between a Customer Location and a Level 3 Gateway	Standard DS3 Rate Schedule	
DS3 Hub Port @ Level 3 Gateway	NA	$500
End Link Access Charge	Standard DS1/DS0 Rate Schedule	

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SECTION 9 (1)

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Section 5 – RATE SCHEDULE (Cont'd)

5.14 Grandfathered Services (Cont'd) (T)

5.14.3 Rates (Cont'd) (M)

E. Channelized DS3 Service

This service consists of 28 DS1 (1.544 Mbps) digital channels which connect two client locations each utilizing Channelized DS3 Service. The connection will be rated as a standard DS3 circuit and at both ends. There is a minimum 1-year service period for each High Capacity DS1 Service.

Service Configuration	Non-Recurring	Monthly Recurring 1 Yr.
Twenty Eight (28) DS1's between two Customer Locations	Standard DS3 Rate Schedule	
Digital Channels @ Both Customer Locations	No incremental charge	No incremental Charge

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Section 5 – RATE SCHEDULE (Cont'd)

5.14 Grandfathered Services (Cont'd) (T)

5.14.3 Rates (Cont'd) (M)

F. Basic Type I DS0 Service

DS0 Service	Non-Recurring	Monthly Recurring	
		Fixed Charges	DS0 Mileage
64 kbps	$300	$150	.65/mile

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Section 5 – RATE SCHEDULE (Cont'd)

5.14 Grandfathered Services (Cont'd) (T)

5.14.3 Rates (Cont'd) (M)

G. DS1 Hub Service

This service consists of up to 24 DS0 digital channels, which are aggregated at a Level 3 Gateway onto a standard DS1 circuit with Interoffice Mileage at the terminating end. There is a minimum 1 year service period for each Hubbed DS1 Service.

Standard Rate Elements	**Non-Recurring**	**Monthly Recurring**		
DS1 Channel between Customer location and a Level 3 Gateway	Applying appropriate DS1 Nonrecurring Charge	Standard DS1 Rate Schedule		
DS1 Hub @ Level 3 Gateway	N/A	$500		
DS0 End Link	Apply appropriate DS0 Nonrecurring Charge	Standard DS0 Rate Schedule		

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EXECUTIVE DIRECTOR

Section 5 – RATE SCHEDULE (Cont'd)

5.14 Grandfathered Services (Cont'd) (T)

5.14.3 Rates (Cont'd) (M)

H. Channelized DS1 Service

Service Component	Non-Recurring	Monthly Recurring		
		1 YR.	2 YR.	3 YR.
Mileage Charge	Standard DS1 Rate Schedule	Standard DS1 Schedule	Standard DS1 Schedule	Standard DS1 Schedule
64 Kbps x N (N > 1)	Standard DS0 Rate Schedule	No Incremental Charges	No Incremental Charges	No Incremental Charges
Design Changes and Reinstallation				

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Effective: November 9, 2003

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SECTION 7 - SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS N

7.1 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in the tariffs of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications not otherwise specified under tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. Special construction is that construction undertaken:

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

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

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

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

7.1.5 on an expedited basis;

7.1.6 on a temporary basis until permanent facilities are available;

7.1.7 involving abnormal costs; or

7.1.8 in advance of its normal construction.

7.2 Basis for Charges

Where the Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include, (1) nonrecurring type charges; (2) recurring type charges, (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the facilities provided.

N

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SECTION 7 - SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS (Cont'd) N

7.3 Basis for Cost Computation

The costs referred to in Section 7.2 preceding may include one or more of the following items to the extent they are applicable:

7.3.1 installed costs of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installed costs include the cost of:

7.3.1.1 equipment and materials provided or used,

7.3.1.2 engineering, labor and supervision,

7.3.1.3 transportation,

7.3.1.4 rights of way, and

7.3.1.5 any other item chargeable to the capital account;

7.3.2 annual charges including the following:

7.3.2.1 cost of maintenance;

7.3.2.2 depreciation on the estimated installed cost of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

7.3.2.3 administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

7.3.2.4 any other identifiable costs related to the facilities provided; and

7.3.2.5 an amount for return and contingencies.

7.4 Termination Liability

To the extent that there is no other requirement for use by the Company, the Customer may have a termination liability for facilities specially constructed at the request of the customer, if and only if such liability is clearly stated in a written agreement between the Company and the Customer. N

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SECTION 7 - SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS (Cont'd) N

7.4 Termination Liability (Cont'd)

7.4.1 The maximum termination liability is equal to the total cost of the special facility as determined under 7.3, preceding, adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided.

7.4.2 The maximum termination liability as determined in paragraph (1) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six percent (6%), plus applicable taxes.

7.5 Term

The minimum term for any Level 3 Communications, LLC service shall not be less than one (1) year, unless otherwise agreed to by the Company. The Customer and Company may agree to longer minimum terms for particular services. N

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SECTION 8 - TEMPORARY PROMOTIONAL PROGRAMS N

The Company may establish temporary promotional programs to introduce present or potential customers to a service not previously received by Customers. During specific promotional periods, an offer may be made to reduce nonrecurring charges on a nondiscriminatory basis, up to the full amount, for optional products and services. Unless, specifically approved elsewhere, this offer will not apply to single basic exchange access lines. The Company will offer such services on a tariffed basis and in accordance with the Commission's regulations and policies.

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SECTION 9 – PRODUCT DESCRIPTION AND RATES

(D)

(D)
(T)

9.1 Direct Inward Dial (DID) Service

9.1.1 DID service provides a Customer with a voice grade telephonic communications trunk channel to receive incoming voice or data calls to local telephone numbers assigned to the Customer. It transmits the dialed digits for all incoming calls, allowing the Customer's incoming calls to be routed as required by the Customer to the Customer's designated equipment. Charges for DID capability and DID number blocks may apply in addition to charges specified for private lines contained herein and other charges that may apply in order to deliver incoming calls to the Customer's designated equipment, depending upon Customer location and subject to the availability of facilities.

9.1.2 So the Company may efficiently manage its number resources, the Company, at its sole discretion reserves the right to limit the quantity of DID number blocks a Customer may obtain. Requests for 30 or more DID number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers. The Company also reserves the right to provision service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements; pursuant to Section 9.1.1 above, additional charges shall apply where the Company provides service to Customers requiring such additional facilities or equipment.

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Signature

SECTION 9 – PRODUCT DESCRIPTION AND RATES (Cont'd)

9.1 Direct Inward Dial (DID) Service (Cont'd)

9.1.3 The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business.

	Non-Recurring	Monthly Recurring
Individual DID Numbers	N/A	$0.50 per DID Number

(D)

9.1.4 Individual Case Basis (ICB) Arrangements

For special situations, rates for DID Service will be determined on an Individual Case Basis (ICB) and specified by contract between the Company and the Customer. All ICB arrangements must be filed with the Commission for approval.

9.1.5 Customer shall not route or transmit traffic originated through toll free (8XX) dialing, or traffic typically subject to reverse billing treatment by any means, including but not limited to mapping to any Carrier Identification Codes (CIC), mapping to or in conjunction with any Level 3 DID numbers that utilize the Level 3 network, or use any other routing method that may cause the originating telephone company to bill Level 3 for the origination of such traffic, without first obtaining explicit written permission from an officer of Level 3. Customers transmitting or routing such prohibited traffic shall be subject to immediate discontinuance of its service or service arrangements without advance notice, and Customer shall be liable for any charges billed to Level 3 due to such transmission or routing. In the event that Customer sends calls to Level 3 that are not approved for termination, then Customer shall pay Level 3 an additional $.04 per minute for all of its toll free (8XX) or reverse billing originated traffic. Transmission or routing of toll free (8XX) or reverse billing type of traffic to any ports or DID numbers provided by Level 3 without complying with the foregoing requirements may result in the immediate termination of Service by Level 3, in its exclusive discretion, without prior written notice to Customer. (N) (N)

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SECTION 9 – PRODUCT DESCRIPTION AND RATES (Cont'd)

9.2 DID/DOD Service

9.2.1 DID/DOD Service combines DID Service as described in Section 10.3 with Direct Outward Dial (DOD) service. DOD service is not provided independently of DID service. DID/DOD Service provides a Customer with a voice grade telephonic communications trunk channel to place and receive voice or data calls. DID/DOD Service does not provide a line-side connection. It transmits the dialed digits for incoming or outgoing calls, allowing the Customer's calls to be routed as required by the Customer to the Customer's designated equipment. Charges for individual DID/DOD number blocks apply in addition to charges specified for private lines contained herein and other charges may apply in order to deliver calls to the Customer's designated equipment, depending upon Customer location and subject to the availability of facilities. Other charges will apply for conversion to IP and IP transport/switching before delivery to customer as part of the Enhanced Service. ESP long distance services can be provided in conjunction with DID/DOD Service or Customers may choose to route traffic to other carriers for long distance termination. Connectivity to E911, operator services and directory assistance is supported.

9.2.2 So the Company may efficiently manage its numbering resources, the Company, at its sole discretion, reserves the right to limit the quantity of DID/DOD number blocks a Customer may obtain. Requests for 30 or more DID/DOD number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID/DOD stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID/DOD numbers. The Company also reserves the right to provision service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements; pursuant to Section 9.4.1 above, additional charges shall apply where the Company provides service to Customers requiring such additional facilities or equipment.

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EXECUTIVE DIRECTOR

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Wm. P. Hunt III
Signature

SECTION 9 – PRODUCT DESCRIPTION AND RATES (Cont'd)

9.2.3 The Customer has no property right to the telephone number or any other call number destination associated with service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business.

For special situations, rates for DID/DOD Services will be determined on an Individual Case Basis (ICB) and specified by contract between the Company and the Customer. Notices of such contracts, if required, will be submitted to the Commission pursuant to Commission Rules.

9.2.4 Pricing

DID/DOD Service Rates

	Non-Recurring	Monthly Recurring
Individual DID/DOD Numbers	N/A	$1.50 per DID/DOD Number

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EFFECTIVE

MAR 24 2004

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
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Issued: February 23, 2004

Effective: March 24, 2004

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SECTION 10 - CUSTOMER EQUIPMENT AND CHANNELS N

10.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in the tariffs of the Company. A User may transmit any form of signal that is compatible with the Company's equipment, but except as otherwise specifically stated in its tariffs, the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication.

10.2 Station Equipment

10.2.1 Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.

10.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

10.2.3 Customer provided station equipment may be attached to services provided under the tariffs of the Company subject to Part 68 of the FCC Rules and to any applicable provisions of the tariffs of the Company and is the sole responsibility of the Customer.

10.2.4 The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-provided equipment, or for misdirected calls, disconnects or other service problems caused by the use of Customer-owned equipment.

10.3 Interconnection of Facilities

10.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

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SECTION 10 - CUSTOMER EQUIPMENT AND CHANNELS (Cont'd) N

10.3.2 Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

10.3.3 Facilities furnished under the tariffs of the Company may be connected to customer provided terminal equipment in accordance with the provisions of the tariffs of the Company. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User provided wiring shall be installed and maintained in compliance with those regulations.

10.4 Tests and Adjustments

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

10.5 Inspections

10.5.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the User is complying with the requirements set forth in Section 2.8 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

10.5.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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