LightNetworks, Inc.

Specialized Common Carrier

Specialized Common Carrier Service

Regulations and Rates

of

LIGHTNETWORKS, INC.

This tariff includes the rates, charges, terms and conditions of service for the provision of intrastate communications access services by LightNetworks, Inc. between locations in the State of Kentucky.

Service is provided by any means of wire, terrestrial communications systems, satellite, microwave, and other transmission systems, or any combination thereof.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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SECTION 9 (1)
BY: Stephanie Bell
SECRETARY OF THE COMMISSION

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CHECK SHEET

The Title Page and Pages of this tariff are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

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KYA0002

ISSUING CARRIERS

LightNetworks, Inc.

OTHER CARRIERS

None

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS

SYMBOLS

(C) To signify changed listing, rule, or condition which may affect rates or charges.

(D) To signify discontinued material, including listing, rate, rule, or condition.

(I) To signify an increase.

(M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.

(N) To signify new material including listing, rate, rule or condition.

(R) To signify reduction.

(S) To signify reissued material.

(T) To signify change in wording of text but not change in rate, rule, or condition.

ABBREVIATIONS

DCS - Digital Cross Connect System.

DS0 - Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS, (cont'd.)

ABBREVIATIONS, (cont'd.)

DS1 - Digital Signal Level 1; a dedicated, high capacity channel with a line speed of 1.544 Mbps. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.

DS3 - Digital Signal Level 3; a dedicated, high capacity channel with a line speed of 44.736 Mbps. DS3 has the equivalent capacity of 28 DS1 Services.

Gbps - Gigabits per second; billions of bits per second.

ICB - Individual Case Basis.

Kbps - Kilobits per second; 1000s of bits per second.

LATA - Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS, (cont'd.)

ABBREVIATIONS, (cont'd.)

LEC - Local Exchange Company.

Mbps - Megabits per second; millions of bits per second.

N/A - Not Available.

OC-12 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 622.08 Mbps.

OC-3 - A high capacity channel for full duplex, synchronous, optic transmission of digital signals based on the SONET Standard at a rate of 155.52 Mbps.

POP - Point of Presence.

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SECTION 1 - DEFINITIONS

The following definitions are applicable to this tariff:

Access Code - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXXXX, 950-0XXX, or 950-1XXX.

Access Minutes - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

Access Tandem - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

Account - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

Answer Supervision - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

Bit - The smallest unit of information in a binary system of notation.

Bits Per Second (bps) - The number of bits transmitted in a one second interval.

Call - A Customer attempt for which the complete address code is provided to the service end office.

Carrier - An entity which provides telecommunications services to the public for hire.

Central Office - A Company switching system where customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - A communications path between two or more points of termination.

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SECTION 1 - DEFINITIONS, (cont'd.)

City - For the purposes of this tariff, the term City denotes a specific geographic area served by the Carrier. A City is typically a metropolitan area and may include one or more adjacent or nearby areas in which the Carrier has network facilities.

Collocation - Carrier facilities and/or equipment located in another carrier's facility.

Commission - Public Service Commission of Kentucky.

Communications System - Denotes channels and other facilities which are capable of communications between terminal equipment provided by an entity other than the Company.

Company - Used throughout this tariff to refer to LightNetworks, Inc. and the issuing and concurring carriers unless otherwise clearly indicated by the context.

Constructive Order - Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer. (N)

Customer - Any person, firm, partnership, corporation or other entity which uses service provided under this tariff. The Customer is responsible for the payment of applicable charges under the terms of this tariff.

Customer Agreement - The agreement between the Company and the Customer for the provision of the Company's service.

Customer Designated Premises - The premises specified by the Customer for termination of Access Services.

Customer Point of Presence - The physical location associated with the Customer's communication system.

Dedicated Access or Dedicated Transport - A method for a Customer to directly connect two locations of their choice with dedicated (non-switched) services.

Dual Tone Multifrequency (DTMF) - Tone signaling, also known as touch tone signaling.

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SECTION 1 - DEFINITIONS, (cont'd.)

End Office Switch - A Company switching system where station loops are terminated for purposes of interconnection to each other and to trunks.

End User - Any customer of a telecommunications service provided by the Company that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service solely for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making telecommunication service available to others, directly or indirectly.

Entry Switch - First point of switching.

Exchange - A group of lines in a unit established by the Company for the administration of communications service.

Exchange Telephone Company - a carrier which provides local exchange service and/or exchange access service.

Facilities - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

Firm Order Confirmation - The date the Company confirms an order and due date for service to be provided to the Customer.

First Point of Switching - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

Hertz - A unit of frequency equal to one cycle per second.

Holidays - New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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SECTION 1 - DEFINITIONS, (cont'd.)

Interconnection - Traffic handed off from one carrier to another for which access charges are not applicable, except to the extent provided for herein.

Interexchange Carrier (IC) - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

Interstate - For the purpose of this tariff, the term Interstate applies to the regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

Intrastate Communications - Any communications which originates and terminates within the same state.

Local Access and Transport Area (LATA) - A geographic area established pursuant 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 FCC No. 4.

Local Calling Area - A geographical area, set of exchange codes (also known as "NXX" codes), as defined in the Company's local or general exchange service tariff, to which an end user may complete a call without incurring toll usage charges.

Local Exchange Call - A telephonic communication between an end user's station and a telephone number with an NXX code that may be dialed by the end user without incurring toll usage charges, as defined in the approved tariffs of the originating company.

Message - A Message is a Call as defined above.

N/A - Not Available.

Off-Hook - The active condition of Switched Access Service or a telephone exchange line.

On-Hook - The idle condition of Switched Access Service or a telephone exchange line.

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SECTION 1 - DEFINITIONS, (cont'd.)

On-Net - Customer and End User locations served directly by the Company's network facilities.

Off-Net - One or more Customer or End User locations not served directly by the Company's network facilities.

Originating Direction - The use of Switched Access Service for the origination of calls from an End User premises to an IC premises.

Point of Presence - The physical location of an interexchange carrier's facilities.

Point of Termination - The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

Premises - The physical space designated by the Customer for the termination of the Company's service. A building or buildings on contiguous property, not separated by a public highway or right-of-way.

Serving Wire Center - The wire center from which the Customer-designated premises would normally obtain service from the Company.

Special Access - See Dedicated Access.

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SECTION 1 - DEFINITIONS, (cont'd.)

Term Agreement - A method of purchasing the Company's services whereby the Customer agrees to purchase service between specific locations for a specified and mutually agreed upon length of time.

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

Terminating Direction - The use of Switched Access Service for the completion of calls from an IC's premises to an End User premises.

Transmission Path - An electrical path capable of transmitting signals within the rage of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

Trunk - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Wire Center - A physical location in which one or more central offices, used for the provision of exchange services, are located.

United States - The contiguous United States, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

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SECTION 2 - TERMS AND CONDITIONS

2.1 Undertaking of LightNetworks, Inc.

The Company's service is furnished to Customers for intrastate communications. The Company's service is available twenty-four hours per day, seven days per week.

The Company arranges for installation, operation, and maintenance of the service provided in this tariff for the Customer in accordance with the terms and conditions set forth in this tariff.

2.2 Limitation On Service

2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available or are not available on an economically feasible basis in the best business judgment of the Company. The Company may discontinue furnishing service in accordance with the terms of this tariff.

2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.

2.2.3 The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.

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SECTION 2 - TERMS AND CONDITIONS, (cont'd.)

2.2 Limitation On Service, (cont'd.)

2.2.4 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

2.2.5 The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.

2.2.6 No telephone number or detailed billing will be provided with Carrier Common Line Access. Directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

2.3 Assignment or Transfer

All service provided under this tariff is directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

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SECTION 2 - TERMS AND CONDITIONS, (cont'd.)

2.4 Location of Service

Service originates and terminates at locations within the United States specified in the individual product descriptions in this tariff.

2.5 Use of Service

2.5.1 Service may be used by the Customer for any lawful purpose for which the service is technically suited.

2.5.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

2.5.3 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

2.5.4 Any service provided under this tariff may be resold to other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

2.5.5 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

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SECTION 2 - TERMS AND CONDITIONS, (cont'd.)

2.6 Discontinuance and Restoration of Service

Service continues to be provided until disconnected by the Customer, in writing, or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination. Upon the Company's discontinuance of service to the Customer under 2.6.2 below, 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

2.6.1 Discontinuation by the Customer

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the disconnection date specified by the Customer or until the date that the written disconnection notice is received, whichever is later. A termination liability charge applies to early discontinuance of a term agreement.

Customers seeking to discontinue service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service. (N)

2.6.2 Discontinuation by the Company

(a) For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 60 days overdue.

(b) For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

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SECTION 2 - TERMS AND CONDITIONS, (cont'd.)

2.6 Discontinuance and Restoration of Service, (cont'd.)

2.6.2 Discontinuation by the Company, (cont'd.)

(c) For any violation of law or of any of the provisions governing the furnishing of service under this tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.

(d) For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction. In such circumstances, the Company may immediately discontinue service without liability.

(e) 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 immediately discontinue or suspend service without incurring any liability.

(f) When the Customer neglects or refuses to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company, service may be discontinued after 7 days written notice if access is not provided within the 7 day notice period.

(g) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer may discontinue or suspend service without incurring any liability.

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SECTION 2 - TERMS AND CONDITIONS, (cont'd.)

2.6 Discontinuance and Restoration of Service, (cont'd.)

2.6.2 Discontinuation by the Company, (cont'd.)

(h) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

(i) Service may be discontinued without notice if the Customer uses the equipment or network provided by the Company in such a manner as to adversely affect the Company's equipment or the Company's service to others.

2.6.3 Restoration of service

(a) If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected and Customer pays deposit at Company's discretion. Nonrecurring charges apply to restored services.

(b) Restoration of disrupted services shall be in accordance with Federal Communications Commission Rules and Regulations, which specify the priority system for such activities.

2.7 [Reserved for future use]

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SECTION 2 - TERMS AND CONDITIONS, (cont'd.)

2.8 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

2.9 Term Agreements

The Company offers Term Agreements wherein the Customer agrees to retain specified Company services for a mutually agreed upon length of time. A Termination Liability charge applies to early termination of a Term Agreement.

2.10 Billing and Payments

2.10.1 The Company shall bill on a current basis all charges incurred by and credits due to the customer. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage. Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum period in 2.8 will be prorated to the number of days based on a 30 day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of bill. When alternative billing media is provided to the Customer by the Company, an additional charge applicable to the media may apply.

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SECTION 2 - TERMS AND CONDITIONS, (cont'd.)

2.10 Billing and Payments, (cont'd.)

2.10.2 All bills for service provided to the Customer by the Company are due upon receipt and are payable in immediately available funds. Further, if any portion of the payment is received by the Company 15 days after the date the bill date, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due the Company. The late factor shall be 1.5% per month or 18% annually.

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SECTION 2 - TERMS AND CONDITIONS, (cont'd.)

2.11 Claims and Disputes

In the event that a billing dispute occurs concerning any charges billed to the customer by the Company, the customer must submit a documented claim for the disputed amount. The customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for those services. If the customer does not submit a claim as stated above, the customer waives all rights to filing a claim thereafter.

2.11.1 If the dispute is resolved in favor of the customer and the customer has withheld the disputed amount, no interest credits or penalties will apply

2.11.2 If the dispute is resolved in favor of the Company and the customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late penalty as set forth in 2.10.

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SECTION 2 - TERMS AND CONDITIONS, (cont'd.)

2.12 Payment of Deposits

2.12.1 The Company may, in order to safeguard it's interests, require a customer which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service to the customer to be held by the Company as a guarantee of the payment of rates and charges.

2.12.2 A deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the customer from complying with the Company's requirement as to the prompt payment of bills.

2.12.3 At such time as the provision of the service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded. After the customer has established a one year prompt payment record, such a deposit will be refunded or credited to the customer account at any time prior to the termination of the provision of the service to the customer.

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

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SECTION 2 - TERMS AND CONDITIONS, (cont'd.)

2.13 Inspection, Testing and Adjustment

2.13.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

2.13.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

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SECTION 2 - TERMS AND CONDITIONS, (cont'd.)

2.14 Interconnection

2.14.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to re-engineer its services in order to provide any special or unusual facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

2.14.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs. Customer is responsible for taking all necessary legal steps for interconnecting his or her customer-provided terminal equipment or communications systems with carrier's facilities. Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection.

2.14.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

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SECTION 2 - TERMS AND CONDITIONS, (cont'd.)

2.15 Liability of the Company

2.15.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.

2.15.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.

2.15.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

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SECTION 2 - TERMS AND CONDITIONS, (cont'd.)

2.15 Liability of the Company, (cont'd.)

2.15.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.

2.15.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or customers, or by facilities or equipment provided by the Customer.

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SECTION 2 - TERMS AND CONDITIONS, (cont'd.)

2.16 Liability of the Customer

The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

2.16.1 Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and

2.16.2 Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and

2.16.3 All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, End Users, or customers, in connection with any service or facilities or equipment provided by the Company.

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SECTION 2 - TERMS AND CONDITIONS, (cont'd.)

2.17 Taxes

Federal excise tax and state and local sales, use, and similar taxes are not included in the rates set forth in this tariff, and shall be billed as separate line items.

2.18 Local Charges

In certain instances, the Customer may be subject to local exchange company charges or message unit charges to access the Company's network or to terminate intrastate calls. The Company shall not be responsible for any such local charges incurred by the Customer in gaining access to the Company's network.

2.19 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service

When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows. For Jurisdictional reports required for Switched Access, see Section 2.20.9 of this tariff.

- If the Customer's estimate of the interstate traffic on the service equals 10% or less of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the appropriate intrastate tariff.

- If the Customer's estimate of the interstate traffic on the service is more than 10% of the total traffic on that service, the service will be provided according to the applicable rules and regulations of this tariff.

- If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Applicable nonrecurring charges will apply to jurisdictional changes. No retroactive rate adjustments will apply to the period prior to the change in the Company's records. Any applicable termination liability will be transferred with the jurisdictional change of the service.

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SECTION 2 - TERMS AND CONDITIONS, (cont'd.)

2.20 Obligations of the Customer

The Customer is responsible for: 1) placing any necessary orders; 2) complying with tariff regulations; 3) assuring that users comply with tariff regulations; 4) payment of charges for calls originated from the Customer's telephone lines.

The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.

The Customer is responsible for maintaining its terminal equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at Customer's premises.

Customers seeking to decline or discontinue service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service. (T)

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

2.20.1 Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable.

(a) Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.20.9 below. Charges will be apportioned in accordance with those reports.

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SECTION 2 - TERMS AND CONDITIONS, (cont'd.)

2.20 Obligations of the Customer, (cont'd.)

2.20.1 Report Requirements, (cont'd.)

(b) Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls may be implemented at the Company option to ensure acceptable service levels

2.20.2 On and Off-Hook Supervision

The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

2.20.3 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

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SECTION 2 - TERMS AND CONDITIONS, (cont'd.)

2.20 Obligations of the Customer, (cont'd.)

2.20.4 Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

2.20.5 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.20.6 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

2.20.7 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the Customer and Company. The Customer shall also make necessary arrangements in order that the Company will have access to such spaces and to building entry points at reasonable times for installation, testing, repair, maintenance or removal of Company service.

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SECTION 2 - TERMS AND CONDITIONS, (cont'd.)

2.20 Obligations of the Customer, (cont'd.)

2.20.8 Testing

The service provided under this tariff shall be made available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.20.9 Jurisdictional Reports

(a) For Feature Group B Switched Access Service(s) for both interstate and intrastate use, the projected interstate percentage of use must be provided by the Customer in a whole number to the Company. When a Customer orders feature Group B Switched Access Service, the Customer shall state, in its order, the projected Percent Interstate Usage (PIU) factor for Feature Group B Switched Access Service group ordered.

For Feature Group D Switched Access Service(s), the Company, where jurisdiction can be determined from the call detail, will determine the projected interstate percentage as follows. For originating access minutes, the projected interstate percentage will developed on a monthly basis by end office trunk group when the Feature Group D Switched Access Service access minutes are measured, by dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes when the call detail is adequate to determine the appropriate jurisdiction. For terminating access minutes, the Customer has the option to provide the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the Company with an interstate percentage of the Feature Group D terminating access minutes for each account to which the Customer may terminate traffic.

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SECTION 2 - TERMS AND CONDITIONS, (cont'd.)

2.20 Obligations of the Customer, (cont'd.)

2.20.9 Jurisdictional Reports, (cont'd.)

(a) (cont'd.) Should the Customer not supply a terminating PIU factor, the data used by the Company to develop the projected interstate percentage for originating access minutes will be used to develop projected interstate percentage for such terminating access minutes. When a Customer orders Feature Group D Switched Access Service, the Customer shall supply a projected interstate percentage of use for each end office trunk group involved to be used in the event that originating call details are insufficient to determine the jurisdiction of the call. This percentage shall be used by the Company as the projected interstate percentage for such call detail. For purposes of developing the projected interstate percentage, the Customer shall utilize the same considerations as those set forth below.

(b) For the purposes of developing the projected interstate percentage, the Customer shall consider every call that enters the Customer's network at a point within the same state as the state where the called station is located to be intrastate and every call that enters the Customer's network at a point in a state different from the state in which the called station is located to be interstate.

(c) These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.

(d) The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes for a trunk group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes, (i.e., number access minutes x projected interstate percentage of use = interstate access minutes). The balance will be intrastate access minutes.

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SECTION 2 - TERMS AND CONDITIONS, (cont'd.)

2.20 Obligations of the Customer, (cont'd.)

2.20.9 Jurisdictional Reports, (cont'd.)

(e) Effective on the first day of each quarter of each year, the Customer may update the jurisdictional reports that require a projected interstate percentage. The Customer shall forward to the Company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of each quarter, for each service arranged for interstate and intrastate use. Except as set forth above where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to be the same as that provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentage to be the same as that provided in the order for service as set forth above.

(f) The Customer reported projected interstate percentage of use as set forth above will be used for the apportionment of any monthly rates or nonrecurring charges associated with Feature Groups B or D Switched Access Service until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to develop the projected interstate percentage of use as set forth above. Where call detail is insufficient to make such a determination, the Customer will be requested to project an interstate percentage of use to be used by the Company for such apportionment.

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SECTION 2 - TERMS AND CONDITIONS, (cont'd.)

2.20 Obligations of the Customer, (cont'd.)

2.20.9 Jurisdictional Reports, (cont'd.)

(g) The Customer shall keep sufficient detail from which the percentage of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within 30 calendar days of the Company request.

(h) The Customer may provide an additional percentage of interstate use for Entrance Facility and Direct Trunked Transport subject to the reporting requirements previously listed in this section. The percentage of interstate use may be provided per individual facility or at the billing account level. Should the Customer not provide a percentage of interstate use, the Company will use the reported Feature Group B or Feature Group D aggregated percentage of interstate use.

(i) The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

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SECTION 2 - TERMS AND CONDITIONS, (cont'd.)

2.20 Obligations of the Customer, (cont'd.)

2.20.10 Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate Switched Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.20.9 will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as interstate is applied in the following manner:

(a) For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state tariff rate per element.

(b) For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use (measure or Company assumed average use) times the stated rate.

2.21 Meet Point Billing

2.21.1 Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below.

The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

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SECTION 2 - TERMS AND CONDITIONS, (cont'd.)

2.21 Meet Point Billing, (cont'd.)

2.21.2 The Company will handle ordering, rating and billing of Access Services under this tariff where more than one Exchange Telephone Company is involved in the provision of Access Service as follows:

(a) For Feature Group B and/or D Switched Access Service, when service is jointly provided by more than one Exchange Telephone Company, the Customer must supply a copy of the order to each Exchange Telephone Company involved in providing the service.

Each Exchange Telephone Company will provide the portion of Local Transport to an interconnection point (IP) with another Exchange Telephone Company, and will bill the charges in accordance with its Access Service tariff. The rate for the Transport elements will be determined as set forth below. All other appropriate charges in each Exchange Telephone Company tariff are applicable.

(b) The charge for the Local Transport Facility and Termination rate elements for services provided as set forth above are determined as follows:

1. Determine the appropriate Switched Access Local Transport mileage by computing the airline mileage between the two ends of the Local Transport Facility, as defined below. Determine the airline mileage for the Local Transport Facility charge using the V&H method as set forth in this tariff.

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SECTION 2 - TERMS AND CONDITIONS, (cont'd.)

2.21 Meet Point Billing, (cont'd.)

2.21.2(b) (cont'd.)

2. For Feature Groups B or D Switched Access Service, the Local Transport Facility and Termination charges are determined by using the steps set forth in (a) through (c) below for the total Local Transport-Common Switched Transport charges.

(a) Multiply:

The number of access minutes by the number of airline miles as determined in (1) preceding by the Company's appropriate Local Transport Facility per mile per access minute rate by the Company's billing percentage factor.

(b) Multiply:

The number of access minutes by the Company's appropriate Local Transport Termination per minute rate. The resulting amount is the Company's total Local Transport Termination charge.

(c) Add:

The products of (a) and (b) for the Company's total Local Transport-Common Switched Transport charges.

2.21.3 The interconnection points will be determined by the Exchange Telephone Companies involved. The billing percentage (BP) factor for the Company for the service between the involved offices will be listed in National Exchange Carrier Association, Inc. Tariff FCC No. 4, unless otherwise provided directly by the Company to the carrier.

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SECTION 2 - TERMS AND CONDITIONS, (cont'd.)

2.21 Meet Point Billing, (cont'd.)

2.21.4 Should the Company act as an intermediate, non-terminating local exchange carrier, Local Transport Termination rates, as determined in 2.21.2 preceding, will not be applied to the meet point billing arrangement.

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SECTION 2 - TERMS AND CONDITIONS, (cont'd.)

2.22 Continuity of Service

2.22.1 Allowances for Interruptions in Service

Credit allowance for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify the Company of any interruptions in service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer, not within his control, or is not in wiring or equipment connected to the terminal of Company.

2.22.2 Credit for Interruptions

(a) 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, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

(b) For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly recurring rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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SECTION 2 - TERMS AND CONDITIONS, (cont'd.)

2.22 Continuity of Service, (cont'd.)

2.22.2 Credit for Interruptions, (cont'd.)

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

Interruption of 24 hours or less:	Interruption Period to be Credited
Less than 30 minutes	none
30 minutes up to, but not including 3 hours	1/10 day
3 hours up to, but not including 6 hours	1/5 day
6 hours up to, but not including 9 hours	2/5 day
9 hours up to, but not including 12 hours	3/5 day
12 hours up to, but not including 15 hours	4/5 day
15 hours up to, but not including 24 hours	One day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Interruption over 24 hours
Interruptions over 24 hours will be credited 1/8 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any 24 hour period.

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SECTION 2 - TERMS AND CONDITIONS, (cont'd.)

2.22 Continuity of Service, (cont'd.)

2.22.2 Credit for Interruptions, (cont'd.)

(d) Limitations on Allowances

No credit allowance will be made for:

1. 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;
2. 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 facilities;
3. Interruptions due to the failure or malfunction of non-Company equipment;
4. Interruptions of service during a period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
5. Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
6. 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; or
7. Interruption of service due to circumstances or causes beyond the control of the Company.
8. Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.
9. Interruptions of service that are not reported to the Company within 30 days of the date that service was affected.

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SECTION 2 - TERMS AND CONDITIONS, (cont'd.)

2.22 Continuity of Service, (cont'd.)

2.22.3 Temporary Suspension for Repairs

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

When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or Customers' service.

2.22.4 The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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SECTION 2 - TERMS AND CONDITIONS, (cont'd.)

2.23 Application for Service

Service is installed by arrangement between LightNetworks and the Customer. Switched Access may be in either the originating or terminating direction, or both. Customers desiring to obtain Service may order switched access through a Constructive Order, as defined herein, or complete a Service application provided by Company (Access Service Request). (T) | (T)

2.23.1 Cancellation of Application for Service:

Where the Customer or applicant cancels an application for service prior to the receipt of firm order confirmation (FOC), or prior to the start of special construction, no charge applies.

Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply, in addition to any applicable construction charges.

2.23.2 Disconnection of Service:

The Customer may have service disconnected upon 30 days written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the disconnection date specified by the Customer or until the date that the written disconnection notice is received, whichever is later. A termination liability charge applies to early discontinuation of a term agreement.

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SECTION 2 - TERMS AND CONDITIONS, (cont'd.)

2.24 Termination Liability

Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will be equal to:

1. Monthly charges: 100% of the balance of the total billing payable during the remaining balance of the term;

2. Usage rate reductions: the difference between the monthly rate for the selected term plan and the monthly rates for the longest term plan that Customer could have satisfied prior to early discontinuance of service; and

3. Minimum usage charges: the total monthly minimum usage charge multipled by the number of months remaining in the term.

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SECTION 3 - SWITCHED ACCESS SERVICE

3.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point electrical or optical communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises in the LATA where it is provided and to terminate calls to the End User's premises from a Customer's premises.

Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

3.2 Obligations of the Company

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

3.2.1 Network Management

The Company will administer its network to insure the provision of acceptable service levels, to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both end users and Customers are able to establish connections with little or no delay encountered within the Company network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, over any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

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SECTION 3 - SWITCHED ACCESS SERVICE, (cont'd.)

3.2 Obligations of the Company, (cont'd.)

3.2.2 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

3.2.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines may also be made available to the Customer based on previously arranged intervals and format. These data provide information on overall end-to-end call completion and non-completion performance e.g., Customer equipment blockage, failure results and transmission performance. These data do not include service performance data which are provided under other tariff sections, e.g., testing service results. If data are to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

3.2.4 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

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SECTION 3 - SWITCHED ACCESS SERVICE, (cont'd.)

3.3 Obligations of the Customer

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

3.3.1 Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable.

(A) Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.20 preceding. Charges will be apportioned in accordance with those reports.

(B) Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls may be implemented at the Company's option to ensure acceptable service levels

3.3.2 On and Off-Hook Supervision

The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

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SECTION 3 - SWITCHED ACCESS SERVICE, (cont'd.)

3.3 Obligations of the Customer, (cont'd.)

3.3.3 Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. These data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

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SECTION 3 - SWITCHED ACCESS SERVICE, (cont'd.)

3.4 Local Transport

The Local Transport rate category provides the transmission facilities between the Customer premises and the end office switch(es) where the Customer traffic is switched to originate or terminate its communications.

Local Transport is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency path permits the transport of calls in the originating direction (from the End User end office switch to the Customer's premises) and in the terminating direction (from the Customer premises to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used (although not always typical) in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

Local Transport is comprised of an Entrance Facility, Direct-Trunked Transport, and Tandem-Switched Transport.

An Entrance Facility provides the communications path between a Customer's premises and the Company's serving wire center for that premises. Direct-Trunked Transport provides a dedicated communications path between the serving wire center of a Customer's premises and an end office. Tandem-Switched Transport provides for a common communications path between the serving wire center of a Customer's premises and an end office, and includes tandem switching functions.

Charges for mileage-sensitive transport services are based on the airline distance between the relevant Central Offices. Actual distance calculations are performed according to the standard set by the Local Exchange Company in the specific locality.

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SECTION 3 - SWITCHED ACCESS SERVICE, (cont'd.)

3.5 Local Switching

Local Switching provides for the use of end office switching functions and optional features. In addition to the Local Switching rate element, the Interconnection Charge and Information Surcharge will be assessed on all Local Switching minutes.

Where end offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.

Feature Group B Service - is provided as trunk side switching through the use of end office or access tandem switch trunk equipment. The form of uniform access code for Feature Group B service is 950-XXXX for carriers.

Feature Group D Service - is provided as trunk side switching through the use of end office or access tandem switch trunk equipment. Service may be used for originating calls from end users who dial 1+ NPA+NXX+XXXX from presubscribed lines. Service may also be provisioned in the terminating direction. The access code for FGD switching is a uniform access code of the form 101XXXX.

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SECTION 3 - SWITCHED ACCESS SERVICE, (cont'd.)

3.6 800/888 Data Base Access Service

This service provides access on a per query basis to the 800/888 Data Base for the purpose of routing end user dialed 800/888 number calls to the Customer.

800/888 Data Base Access Service, which is available to all Customers, is an originating offering which provides a carrier identification function for numbers using the 800/888 NPA (i.e., 800/888-NXX-XXXX). The carrier identification function is performed using queries which are routed using a CCS/SS7 network to a Service Control Point (SCP).

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SECTION 3 - SWITCHED ACCESS SERVICE, (cont'd.)

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SECTION 3 - SWITCHED ACCESS SERVICE, (cont'd.)

3.7 500/900 Access Service

500/900 Access Service is an originating offering utilizing trunk side Switched Access Service. The service provides a Customer identification function based on the dialed 500/900 number.

500/900 Access Service is provisioned with 1+500/900+NXX-XXXX. When a 1+500/900+NXX-XXXX or 0+500/900+NXX-XXXX call is originated by an End User, the Company will perform the Customer identification function based on the 500/900-NXX dialed digits to determine the Customer location to which the call is to be routed. If the call originates from an end office not equipped to provide the Customer identification function, the call will be routed to an office at which the function is available. Once Customer identification has been established, the call will be routed to the Customer. Calls originating in an end office switch but to which the Customer has not ordered 500/900 Access Service, will be routed to intercept. 1+500/900+NXX-XXXX calls from Company coin telephone, 0-, 10XXX and Inmate service will be blocked. 1+500/900 and 0+500/900 will not be permitted from End User access lines that have specifically requested that 500/900 calls be blocked.

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SECTION 3 - SWITCHED ACCESS SERVICE, (cont'd.)

3.8 Operator Transfer Service

Operator Transfer Service is an arrangement in which Company operators transfer 0- and End User dialed calls, i.e., the End User dials 0 with no additional digits, to the Customer designated by the End User.

The operator answers the End User 0- dialed call and determines that the End User wants to place an interLATA call. Initially, the operator will direct the End User to dial the Customer on a 0+ or 1+ basis. If the End User insists that the operator complete the call:

- If the End User identifies a Customer who subscribes to Operator Transfer Service, the operator will transfer the call to the identified Customer.

- If the End User has no preference or the identified Customer does not subscribe to Operator Transfer Service, the End User will be asked to select from a list of Customers who subscribe to Operator Transfer Service. The operator will transfer the call to the identified Customer.

The list of available Operator Transfer Service Customers will be updated monthly. The order in which Customers will be read to End Users will be initially determined by lottery. For each subsequent monthly update, following the initial order selection, the Customer in the first position on the list will be moved to the last position on the list. All other Customers on the list will be moved up one position, e.g., 3rd to 2nd, 2nd to 1st, etc. New Operator Transfer Service Customers will be placed at the bottom of the list of Customers pending the next monthly update.

All rates and charges normally applicable to Feature Group D, i.e., nonrecurring, monthly recurring, and usage sensitive, apply to Operator Transfer Service.

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SECTION 3 - SWITCHED ACCESS SERVICE, (cont'd.)

3.9 Presubscription

3.9.1 General

Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IC) to access, without an access code, for intrastate interLATA calls and interstate interLATA calls subject to the Company's FCC Access Tariff. This IC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select as its PIC the Company, or any other IC that orders originating Feature Group D Switched Access Service at the end office that serves the end user. After the end user's initial selection of a predesignated IC, for any additional change in selection, a nonrecurring charge as specified below applies.

3.9.2 Regulations

At the request of a new or existing end user served by a Feature Group D end office, the Company will provide a list of ICs the end user may select as its PIC. At no additional charge for the initial selection, the Customer may choose either of the following options.

- Designate an IC as a PIC and dial 101XXX to reach other ICs.

- Designate that they do not want to be presubscribed to any IC and choose to dial 101XXXX for all calls to all ICs.

Subsequent to the installation of Exchange Access Service, and after the end user's initial selection of a PIC, for any additional change in selection, a nonrecurring charge as set forth below applies. This charge is billed to the end user which is the subscriber to the Exchange Access Service and applies only for selection of an IC which provides only intrastate service.

When a Carrier switches a Customer's service without proper authorization, an illegal PIC change charge applies to the Carrier.

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SECTION 3 - SWITCHED ACCESS SERVICE, (cont'd.)

3.10 Inward Operator Services

3.10.1 General

Inward Operator Services enable Customers to be connected to the Company's operator services switch for the purpose of providing operator services to their end users.

3.10.2 Service Description

(a) Busy Line Verification (BLV)

BLV is a service where, at the request of the Customer's operator, a Company operator will attempt to determine the status of an exchange service line (e.g. conversation in progress available to receive a call or out of service) and report to the Customer's operator.

(b) Busy Line Verification/Interrupt (BLVI)

BLVI is a service where, at the request of the Customer's operator, a Company operator determines and reports that a conversation is in progress on an exchange service line and subsequently interrupts such conversation to request that the conversation be terminated so that the Customer's end user can attempt to complete a call to the line.

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SECTION 3 - SWITCHED ACCESS SERVICE, (cont'd.)

3.10 Inward Operator Services, (cont'd.)

3.10.3 Specifications

Inward Operator Services are provided over trunks between the Customer's premises and the Company's local switch. Where FGD trunks which carry other Customer traffic are used, the technical specifications for such trunks apply. The Company will be responsible for transporting this traffic from its local switch to its operator service switch when these are different.

3.10.4 Undertaking of Company

In addition to the above obligations of the Company set forth above, the following obligations apply only to the provision of Inward Operator Services:

- The Company will provide BLV and BLVI for telephone numbers in its operating territory.
- The Company operator will respond to one telephone number per call on requests for BLV or BLVI.
- The Company will designate which operator service switch serves which NXXs and make such information available to the Customer.

3.10.5 Obligations of the Customer

In addition to the obligations of the Customer set forth in this tariff, the Customer has the following obligations pertaining only to the provision of Inward Operator Services:

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SECTION 3 - SWITCHED ACCESS SERVICE, (cont'd.)

3.10 Inward Operator Services, (cont'd.)

3.10.5 Obligations of the Customer, (cont'd.)

- The Customer shall order Inward Operator Services as set forth in this tariff.
- The Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any other person.

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SECTION 3 - SWITCHED ACCESS SERVICE, (cont'd.)

3.11 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

3.11.1 Nonrecurring Charges

Nonrecurring charges are one time charges that apply for a specific work activity (e.g., installation or change to an existing service). The types of nonrecurring charges that apply for Switched Access Service are: installation of service and service rearrangements.

3.11.2 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

3.11.3 Moves

A move of services involves a change in the physical location of one of the following:

- The point of termination at the Customer's premises
- The Customer's premises

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below.

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SECTION 3 - SWITCHED ACCESS SERVICE, (cont'd.)

3.11 Rate Regulations, (cont'd.)

3.11.3 Moves, (cont'd.)

(a) Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

(b) Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

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SECTION 3 - SWITCHED ACCESS SERVICE, (cont'd.)

3.12 Rates and Charges

The actual applicable rate applied varies depending on the locality, local exchange company territory served, term commitment and volume arrangement.

3.12.1 Local Transport

(a) Entrance Facility

	Nonrecurring	Monthly Recurring
First DS1	ICB	ICB
Additional DS1s	ICB	ICB

(b) Direct-Trunked Transport

	Nonrecurring	Monthly Recurring
1. Direct Transport		
Per DS1	ICB	ICB
Per DS1, per Mile	ICB	ICB
2. Dedicated Trunk Port		
Per DS1 Port	ICB	ICB

(c) Common Transport

		Nonrecurring
1.	Installation	
	First Trunk	ICB
	Additional Trunks	ICB
2.	Tandem Switched, per Minute	Note 1
3.	Tandem Switched, per Minute, per Mile	Note 1
4.	Tandem Switching, per Minute	Note 1
5.	CMUX, per Minute	Note 1
6.	CTP, per Minute	Note 1
7.	Interconnection Charge, per Minute	Note 1

Note 1:
All access minutes are billed at a single per minute access rate found in Section 3.12.2, End Office Switching. This composite rate includes the elements traditionally billed as Common Transport.

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SECTION 3 - SWITCHED ACCESS SERVICE, (cont'd.)

3.12 Rates and Charges, (cont'd.)

3.12.2 Local Switching, per Minute

Originating	
- Via Direct-Trunked Transport	$0.005412
- Via Common Transport	$0.008772
Terminating	
- Via Direct-Trunked Transport	$0.027812
- Via Common Transport	$0.031172

3.12.3 800/888 Data Base Access Services

Per query	$0.004320

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SECTION 3 - SWITCHED ACCESS SERVICE, (cont'd.)

3.12 Rates and Charges, (cont'd.)

3.12.4 500/900 Access Service

Activating/Deactivating Each NXX Per Central Office

- Per Order	
- First NXX	ICB
- Each additional NXX	ICB

3.12.5 Operator Transfer Service

Per 0- Call Transferred	$0.45

3.12.6 Presubscription

Per Telephone Exchange Service Line or Trunk PIC	$5.00
Per Unauthorized PIC Change	$50.00

3.12.7 Inward Operator Services

BLV, per verification requested	$1.00
BLVI, per verification and interrupt requested	$1.50

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SECTION 4 - DEDICATED TRANSPORT

4.1 General

The Company provides intrastate Dedicated Transport service with transmission speeds ranging from 2.4 Kbps to 622.08 Mbps. All services are generally available from all LightNetworks cities specified herein. Dedicated transport services are offered on a point-to-point basis. Each Dedicated Transport Service is dedicated to the Customer and the entire usable bandwidth for each service is available to the Customer for their exclusive use. Dedicated Transport services are offered to Carrier Customers only at capacities of 1.544 Mbps or greater.

Standard Pricing is available for all non-custom services. Standard rates are included in Section 4.5. The tariffed rates contained in this section are applied based on the locality of service, type of service and the term plan selected.

4.1.1 Two Point Service

Two Point Service allows two Customer designated locations to be connected by one Dedicated Transport Service. The service terminated at both locations must be the same speed and the same capacity.

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SECTION 4 - DEDICATED TRANSPORT, (cont'd.)

4.1 General, (cont'd.)

4.1.2 Virtual Hub Service

Virtual Hub Service allows a Customer to aggregate multiple lower capacity transport services terminating at multiple locations onto one higher capacity facility terminating at one (other) Customer location. Whenever a Customer requests service which has different interface speeds at its two customer premises (terminating locations), LightNetworks will provision Virtual Hub service and apply Virtual Hub Service rates and charges. Virtual Hub service may be requested with the following interface combinations where facilities permit.

Customer Premises High Speed Interface (Hub Facility Capacity)	Customer Premises Low Speed Interface (Communications Service Capacity)
DS3 (44.736 Mbps)	DS1 (1.544 Mbps)
	DSO (64, 56, 19.2, 9.6, 4.8, 2.4 Kbps)
	Analog Voice Grade (2 or 4 wire)
DS1 (1.544 Mbps)	DSO (64, 56, 19.2, 9.6, 4.8, 2.4 Kbps)
	Analog Voice Grade (2 or 4 wire)

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SECTION 4 - DEDICATED TRANSPORT, (cont'd.)

4.1 General, (cont'd.)

4.1.3 On-Net v. Off-Net

LightNetworks networks will serve multiple buildings in many metropolitan areas throughout the United States. Additional buildings will be added from time to time and are not listed in this tariff. On-Net building sites will be available locally from the Company. On-Net Services are those which connect two locations which are both directly served by the Company's network. Pricing and regulations pertaining to On-Net services are described in this tariff.

Off-Net Services are those where one or more location to be connected are not served directly by the Company's network. Off-Net Service must be provisioned, in part, by another local access provider. In the instances where the Company is able to provide Off-Net Services, the performance parameters of the Off-Net services will be passed through to the customer.

All rates included in Section 4.5 are for On-Net arrangements. Off-net service charges are on an Individual Case Basis and are listed in Section 8.

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SECTION 4 - DEDICATED TRANSPORT, (cont'd.)

4.2 Calculation of Distance

Charges for all mileage sensitive services are based on the airline distance between the Company's Central Offices which serve the originating and terminating locations of the Customer. Actual distance calculations are performed according to the standard set by the Local Exchange Company in the specific locality.

4.3 Standard Pricing Plan Description

4.3.1 Recurring Charges

Recurring charges apply to both Two Point Service and Virtual Hub Service.

Recurring charges for Two Point Service will vary based on the locality of service, capacity of service, the distance of service and the term plan selected. Two Point Service recurring charges are applied on a circuit basis and reflect complete end-to-end charges.

Recurring charges for Virtual Hub Service will vary based on the communications service capacity (the low speed interface at one customer premises) and the high speed interface at the other customer premises, as well as the distance of service and the term plan selected. Virtual Hub Service recurring charges are applied on a circuit basis and reflect complete end-to-end charges for a service with capacity equal to the lower speed termination interface.

4.3.2 Term Plan

Recurring charges for services purchased under a Term Plan will be fixed for the life of the term.

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SECTION 4 - DEDICATED TRANSPORT, (cont'd.)

4.3 Standard Pricing Plan Description, (cont'd.)

4.3.2 Nonrecurring Charges

Nonrecurring Charges (NRC) are one-time only charges. NRC's may be waived for certain promotions and under the specific terms of individually negotiated contract services.

4.3.3 Termination Liability

Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will be equal to:

1. Monthly charges: 100% of the balance of the total billing payable during the remaining balance of the term;

2. Rate reductions: the difference between the monthly rate for the selected term plan and the monthly rates for the longest term plan that Customer could have satisfied prior to early discontinuance of service; and

3. Minimum usage charges: the total monthly minimum usage charge multipled by the number of months remaining in the term.

4.3.4 ASR/Order Cancellation Policy

The Company will provide a Firm Order Confirmation after the Customer places an order for service. If the Customer changes the order, a change order charge will apply based on the scope of the change. If the Customer cancels the order, the Customer must reimburse the Company for all costs incurred to that point.

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SECTION 4 - DEDICATED TRANSPORT, (cont'd.)

4.4 Service Descriptions

Dedicated Transport Service allows the Customer to connect two locations with private dedicated service at one of a number of transmission speeds. Hubbed service is available for all the following services.

4.4.1 OC-12 Service

OC-12 Service is a high capacity channel for the full duplex, synchronous, optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 622.08 Mbps.

4.4.2 OC-3 Service

OC-3 Service is a high capacity channel for the full duplex, synchronous, optical transmission of digital data based on the SONET standard at a rate of 155.52 Mbps.

4.4.3 OC-1 Service

OC-1 Service is a high capacity channel for the full duplex, synchronous optical transmission of digital data based on the Synchronous Optical Network (SONET) standard at a rate of 52 Mbps.

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SECTION 4 - DEDICATED TRANSPORT, (cont'd.)

4.4 Service Descriptions, (cont'd.)

4.4.4 DS3 Service

DS3 Service is a dedicated, high capacity channel with a line speed of 44.736 Mbps. DS3 Service has the equivalent capacity of 28 DS1 Services at 1.544 Mbps or 672 Voice Grade Services at 56/64 Kbps.

4.4.5 DS1 Service

DS1 Service is a dedicated, high capacity channel with a line speed of 1.544 Mbps. DS1 Service has the equivalent capacity of 24 Voice Grade services or 24 DS0 services.

4.4.6 DS0 Service

DS0 Service is a dedicated digital channel with line speeds of 2.4, 4.8, 9.6, 56 or 64 Kbps.

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SECTION 4 - DEDICATED TRANSPORT, (cont'd.)

4.4 Service Descriptions, (cont'd.)

4.4.7 Analog Voice Grade Service

Voice Grade Service is available where facilities permit in either two wire or four wire configurations. This service provides an analog circuit termination at Customer designated locations which can be used for either voice or data transmission. Analog Voice Grade Service utilizes a passband of 300 to 3000 hertz and can send analog data at speeds up to 9.6 Kbps.

4.4.8 Transport Arrangement Service

Transport Arrangement Service is available between Customer designated premises and LEC central offices where Company has entered into collocation/interconnection agreements with LEC.

Transport Arrangement utilizes a combination of the Company's own transport network and equipment collocated at LEC central offices to provide transport between Customer Premises and those LEC Central Offices.

The Customer who purchases Transport Arrangement Service will be provided with a Letter of Authorization from LightNetworks. The Customer will then have the ability to purchase services directly from LEC and have them terminated to their Transport Arrangement Service.

Where available, the Company will provide Transport Arrangement Service at DS3 and DS1 interface levels.

DS1 level Transport Arrangement may be terminated at the Customer's location with a DS3 interface at Customer's request.

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SECTION 4 - DEDICATED TRANSPORT, (cont'd.)

4.4 Service Descriptions, (cont'd.)

4.4.9 Private Network Transport Service

Private Network Transport Service (PNT) provides high capacity digital point-to-point services between Customer designated premises. PNT is designed to meet Customer requirements for network reliability and survivability. PNT is designed to automatically detect a failure anywhere within the system and reconfigure itself to ensure near continuous transportation of information between locations on the PNT network. PNT is subject to facility availability.

PNT provides Customers with local OC-3 and OC-12 SONET rings dedicated to their exclusive use. Connections to Customer designated premises (nodes) are available at standard DS1, DS3, STS-1, OC-3, and OC-3C interfaces.

Within the OC-3 or OC-12 capacity PNT service, Customer may order combinations of interface levels.

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SECTION 4 - DEDICATED TRANSPORT, (cont'd.)

4.4 Service Descriptions, (cont'd.)

4.4.9 Private Network Transport Service, (cont'd.)

c) Rate Elements

The following rate elements apply to PNT Service:

Nodes: This monthly recurring element provides for add/drop multiplexing equipment located at Company location(s) and Customer designated premises. One mode shall be applied to each Customer premises and at least one Company location.

Ports: This monthly recurring element provides for the interface level channelization at each Node. One port charge will apply at each service originating and each service termination point.

Transport Mileage: This monthly recurring element provides for the transmission facilities between all PNT Nodes. The charge is applied per mile of transport.

4.4.10 Custom Services

Dedicated Transport Services not described above or requests for non-standard configurations and specialized service options will be handled on an Individual Case Basis.

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SECTION 4 - DEDICATED TRANSPORT, (cont'd.)

4.4 Service Descriptions, (cont'd.)

4.4.11 Special Construction

Special construction or arrangement of facilities may be undertaken on a reasonable efforts basis at the request of the Customer, and upon a determination by the Company that such charges should apply in that particular instance. Special Construction cases/rates are listed in Section 8. Special Construction is undertaken:

(a) where facilities are not presently available,

(b) where the service is of a type other than that which the Company would normally utilize in the furnishing of its service;

(c) where the service is requested over a route other than that which the Company would normally utilize in the furnishing of its services;

(d) where the service is in a quantity greater than that which the Company would normally provide;

(e) where service is requested on an expedited basis

(f) where service is requested on a temporary basis until permanent facilities are available;

(g) where the service requested involves abnormal costs; or

(h) where service is requested in advance of the Company's normal construction schedule.

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SECTION 4 - DEDICATED TRANSPORT, (cont'd.)

4.4 Service Descriptions, (cont'd.)

4.4.12 Time and Material Service

This service provides for the Labor and Material charges associated with installation, maintenance, testing and repair deemed to be associated with equipment and facilities not provided by the Company or deemed to be non-standard or non- routine.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer time, materials and charges listed in Section 4.5 for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of Time and Materials Charges as listed in Section 4.5 for the period of time from when the Company personnel were dispatched to the Customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

If the Customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, and the Company agrees to perform the work, the Time and Material Charges listed in Section 4.5 will apply.

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SECTION 4 - DEDICATED TRANSPORT, (cont'd.)

4.4 Service Descriptions, (cont'd.)

4.4.12 Time and Material Service, (cont'd.)

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases Time and Material Charges listed in Section 4.5 will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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SECTION 4 - DEDICATED TRANSPORT, (cont'd.)

4.5 Rate Schedule - (On-Net Services)

4.5.1	**OC-12 Service**	ICB
4.5.2	**OC-3 Service**	ICB
4.5.3	**OC-1 Service**	ICB
4.5.4	**DS3 Service**	ICB
4.5.5	**DS1 Service**	ICB
4.5.6	**DS0 Service**	ICB
4.5.7	**Analog Voice Grade Service**	ICB
4.5.8	**Transport Arrangement Service**	ICB
4.4.9	**Private Network Transport Service**	
	Nodes:	ICB
	Ports:	ICB
	Transport Mileage:	ICB

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SECTION 5 - END USER ACCESS SERVICE

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SECTION 6 - CARRIER COMMON LINE ACCESS SERVICE

6.1 General

The Company will provide Carrier Common Line Access Service to Customers in conjunction with Switched Access Service provided in Section 3 of this tariff. Carrier Common Line provides for the use of End Users' Company-provided common lines by Customers for access to such End Users to furnish Intrastate Communications.

6.2 Limitations

No telephone number or detailed billing are provided with Carrier Common Line Access. Directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

6.3 Rates and Charges

Carrier Common Line Charge, per minute: Note 1

Note 1:
All access minutes are billed at a single per minute access rate found in Section 3.12.2, End Office Switching. This composite rate includes the element traditionally billed as the Carrier Common Line Charge.

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SECTION 7 - PROMOTIONS

7.1 Promotions - General

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

7.2 Demonstration of Service

From time to time the Company shall demonstrate service by providing free channels for a limited period of time.

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SECTION 8 - CUSTOMER SPECIFIC CONTRACTS

8.1 General

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

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

Contracts in this section are available to any similarly situated Customer that places and order within 90 days of their effective date.

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