This tariff, Kentucky Tariff No. 3 filed by Lightyear Network Solutions, LLC, cancels and replaces, in its entirety, the current tariff on file with the Commission, Kentucky Tariff No. 7, issued by Lightyear Communications, Inc.

TITLE PAGE

RULES, REGULATIONS, AND
SCHEDULE OF RATES AND CHARGES
FOR THE PROVISION OF

SWITCHED ACCESS SERVICES

FURNISHED BY

LIGHTYEAR NETWORK SOLUTIONS, LLC

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Lightyear Network Solutions, LLC ("Lightyear"). This tariff is on file with the Kentucky Public Service Commission (KPSC). Copies may be inspected during normal business hours at the Company's principal place of business at 1901 Eastpoint Parkway, Louisville, Kentucky 40223.

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OF KENTUCKY
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SECTION 9 (1)

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EXECUTIVE DIRECTOR

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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

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CHECK SHEET, (CONT'D.)

PAGE	REVISION		PAGE	REVISION	PAGE	REVISION
76	Original	*				
77	Original	*				
78	Original	*				
79	Original	*				
80	Original	*				
81	Original	*				
82	Original	*				
83	Original	*				
84	Original	*				
85	Original	*				

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TABLE OF CONTENTS

Section		**Page**
Title Page		Cover
Check Sheet		1
Table of Contents		3
Explanation of Symbols		5
Tariff Format		6
SECTION 1- DEFINITIONS		7
SECTION 2 - RULES AND REGULATIONS		12
2.1	Undertaking of the Company	12
2.2	Prohibited Uses	22
2.3	Obligations of the Customer	23
2.4	Customer Equipment and Channels	28
2.5	Payment Arrangements	31
2.6	Allowances for Interruption in Service	40
2.7	Transfers and Assignments	42
2.8	Notices and Communications	42
2.9	Meet Point Billing	43
SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE		44
3.1	Ordering Options for Access Service - General	44
3.2	Access Order	46
3.3	Ordering and Billing of Access When More Than One Company Is Involved	55
3.4	Rating and Billing of Service	56
3.5	Supplementary Charges	58

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 05 2004

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
BY
EXECUTIVE DIRECTOR

TABLE OF CONTENTS, (CONT'D.)

Section		Page
SECTION 4 - SWITCHED ACCESS SERVICE		59
4.1	Switched Access Service - General	59
4.2	Provision and Description of Switched Access Service Arrangements	60
4.3	Reports and Testing	63
SECTION 5 - SWITCHED ACCESS RATES		64
5.1	Switched Access Rates - General	64
5.2	Rate Elements	64
5.3	Rate Regulations	72
5.4	Rates and Charges	74
5.5	Individual Case Basis Arrangements	80
SECTION 6 - DEDICATED ACCESS SERVICE		81
6.1	Dedicated Access Service - General	81
SECTION 7 - MISCELLANEOUS CHARGES		82
7.1	Billing Name and Address	82
SECTION 8 - SPECIAL ARRANGEMENTS		85
8.1	Individual Case Basis (ICB) Arrangements	85
8.2	Contracts	85

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 0 5 2004

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
BY
EXECUTIVE DIRECTOR

EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

D - Delete or discontinue.

I - Change resulting in an increase to a customer's bill.

M - Moved from another tariff location.

N - New.

R - Change resulting in a reduction to a customer's bill.

T - Change in text or regulation but no change in rate or charge.

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OF KENTUCKY
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PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
BY
EXECUTIVE DIRECTOR

TARIFF FORMAT

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

B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Department follows in their tariff approval process, the most current page number on file with the Department is not always the Tariff page in effect.

C. **Paragraph Numbering Sequence** - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.

2.1
2.1.1.
2.1.1.A.
2.1.1.A.1
2.1.1.A.1.(a)
2.1.1.A.1.(a).1
2.1.1.A.1.(a).1.(i)
2.1.1.A.1.(a).1.(i)(1)

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

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OF KENTUCKY
EFFECTIVE

MAR 05 2004

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
BY
EXECUTIVE DIRECTOR

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff for the Access Services of this Company are defined below.

Access Code - A uniform five or seven digit code assigned by the Company to an individual Customer. The five digit code has the form 10XXX, and the seven digit code has the form 950-XXXX or 101XXXX.

Access Minutes - The term "Access Minutes" denotes that usage of exchange facilities in Intrastate service for the purpose of calculating chargeable usage. On the originating end of an intrastate call, usage is measured from the time the origination End User's call is delivered by the Company and acknowledged as received by the Customer's facilities connected with the originating exchange. On the terminating end of an intrastate call, usage is measured from the time the call is received by the End User in the terminating exchange. Timing of the usage at both originating and terminating end of an intrastate call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating end exchanges, as applicable. Those two times are measured by the receipt of a signal known as answer/disconnect supervision.

Access Service - Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR) - The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem - An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

Answer Supervision - The term "Answer Supervision" denotes the transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the IXC point of connection for terminating calls to the exchange as an indication that the called party has answered.

Authorized User - A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

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PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
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SECTION 1 - DEFINITIONS, (CONT'D.)

Carrier or Common Carrier - See Interexchange Carrier or Exchange Carrier.

Co-Carrier - Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

Common Channel Signaling (CCS) - A high-speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

Company - Lightyear Network Solutions, LLC ("Lightyear").

Commission - Kentucky Public Service Commission.

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.

Customer - The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

800 Data Base Access Service - The term "800 Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used. The term 8XX is used interchangeably with 800 Data Base Service throughout this Tariff to describe this service.

End Office - The term "End Office" denotes a local Telephone Company switching system where Telephone Exchange Service Customer station loops are terminated for purposes of interconnection to each other and to trunks.

End User - Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

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SECTION 9 (1)

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SECTION 1 - DEFINITIONS, (CONT'D.)

Entrance Facility - A trunk facility connecting the Customer's point of presence with the local switching center.

Exchange Carrier - Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Firm Order Confirmation (FOC) - Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

Individual Case Basis - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Interexchange Carrier (IXC) or Interexchange Common Carrier - Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

LATA - A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

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

Line Information Data Base (LIDB) - The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access - The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center - The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

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SECTION 9 (1)
BY
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SECTION 1 - DEFINITIONS, (CONT'D.)

Meet Point - A point of interconnection that is not an end office or tandem.

Meet Point Billing - The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff.

Mobile Telephone Switching Office - Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

Mutual Traffic Exchange - A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

Network Services - The Company's telecommunications Access Services offered on the Company's Network.

Non-Recurring Charges - The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

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

On-Hook - The idle condition of switched access or a telephone exchange service line.

Out of Band Signaling - An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence - Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

Premises - The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

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PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
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SECTION 1 - DEFINITIONS, (CONT'D.)

Presubscription - An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

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

Service Order - The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff.

Service(s) - The Company's telecommunications Access Services offered on the Company's Network.

Signaling Point of Interface - The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7) - The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Switched Access Service - Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this tariff.

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

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

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SECTION 9 (1)

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

Lightyear's services offered pursuant to this Tariff are furnished for Switched Access Service. Lightyear may offer these services over its own or resold facilities.

Lightyear installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. Lightyear may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Lightyear network. The Customer shall be responsible for all charges due for such service agreement.

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

2.1.2 Shortage of Equipment or Facilities

A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.

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

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SECTION 9 (1)
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.1.3 Terms and Conditions

A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.

B. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.C below.

C. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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OF KENTUCKY
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SECTION 9 (1)
BY
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.1.4 Liability of the Company

A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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

C. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.

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

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OF KENTUCKY
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MAR 05 2004

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
BY
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

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

E. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.E as a condition precedent to such installations.

F. The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.

G. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 0 5 2004

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
BY
EXECUTIVE DIRECTOR

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

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

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

H. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.

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

J. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.

K. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.

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OF KENTUCKY
EFFECTIVE

MAR 0 5 2004

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
BY
EXECUTIVE DIRECTOR

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

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

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

L. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

M. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

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PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

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

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

2.1.5 Notification of Service-Affecting Activities

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 0 5 2004

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

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

2.1.6 Provisions of Equipment and Facilities

A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

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

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

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

E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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MAR 0 5 2004

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
BY
EXECUTIVE DIRECTOR

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

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

2.1.6 Provisions of Equipment and Facilities, (cont'd.)

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

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

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

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

G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 05 2004

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
BY EXECUTIVE DIRECTOR

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

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

2.1.7 Non-routine Installation

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

2.1.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

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

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

C. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;

D. where facilities are requested in a quantity greater than that which the Company would normally construct;

E. where installation is on an expedited basis;

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 05 2004

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

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

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.

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

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OF KENTUCKY
EFFECTIVE

MAR 0 5 2004

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
BY
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

A. the payment of all applicable charges pursuant to this tariff;

B. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;

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

D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 0 5 2004

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
BY
EXECUTIVE DIRECTOR

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

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 (cont'd.)

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

F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and

G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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SECTION 9 (1)
BY
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for:

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

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

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

2.3 Obligations of the Customer, (Cont'd.)

2.3.3 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

A. **Originating Access** - Originating access minutes is only traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis. If no PIU for originating minutes is submitted as specified herein, internal traffic Company traffic studies will be used to establish the default PIU. If no PIU for originating minutes is submitted as specified herein, the Company will use a default PIU of 50% until internal traffic studies can be used to establish the default PIU.

B. **Terminating Access** - For Feature Group D Switched Access Service(s), the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Sections 2.3.3.D below. If no projected PIU factor is submitted by the Customer, internal traffic Company traffic studies will be used to establish the default PIU. If no PIU for originating minutes is submitted as specified herein, the Company will use a default PIU of 50% until internal traffic studies can be used to establish the default PIU.

C. Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 0 5 2004

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

BY
EXECUTIVE DIRECTOR

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

2.3 Obligations of the Customer, (Cont'd.)

2.3.3 Jurisdictional Reporting, (cont'd.)

D. Effective on the first of January, April, July and October of each year the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the Access Service Request.

E. **Jurisdictional Reports Verification** - For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, as its own expense, has the right to retain an independent auditing firm.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 05 2004

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
BY
EXECUTIVE DIRECTOR

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

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances.

In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 0 5 2004

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

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

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 05 2004

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

BY
EXECUTIVE DIRECTOR

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

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspections

A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 0 5 2004

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SECTION 9 (1)

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

2.5 Payment Arrangements

2.5.1 Payment for Service

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

A. Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices.

2.5.2 Billing and Collection of Charges

Unless otherwise specified herein, bills are due and payable upon receipt.

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued during the preceding billing period.

Non-Recurring Charges are due and payable within 30 days after the invoice date. The Company shall present invoices for all Charges monthly to the Customer.

Amounts not paid within 30 days after the date of invoice will be considered past due. Lightyear will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 30 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

PUBLIC SERVICE COMMISSION
EFFECTIVE
MAR 05 2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
BY
EXECUTIVE DIRECTOR

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

2.5 Payment Arrangements, (Cont'd.)

2.5.2 Billing and Collection of Charges, (cont'd.)

The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedures.

The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding period.

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

If the Company receives any portion of the payment after the date due, or if any portion of the payment is received by the Company in funds that are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be at a 1.5% compounded rate.

In the event the Company, in its sole discretion, chooses to forego billing the Customer for access services in any particular month(s), the Company reserves the right to back bill Customer for any unbilled recurring or nonrecurring charges for a period of twenty-four (24) months. (N) | | (N)

2.5.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
6/4/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By
Executive Director

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

2.5 Payment Arrangements, (Cont'd.)

2.5.4 Deposits

A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

1. three month's charges for a service or facility which has a minimum payment period of one month; or

2. the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event a termination charge is applicable.

B. A deposit may be required in addition to an advance payment.

C. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. The Company retains the right to collect any amounts owing after the deposit has been applied plus any casts related to the collection of any remaining balance.

D. Deposits held will accrue interest at a rate specified by the Company without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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MAR 0 5 2004

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

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

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Refusal and Discontinuance of Service

A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.

B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

C. 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.

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

E. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, 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.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 0 5 2004

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
BY
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Refusal and Discontinuance of Service, (cont'd.)

F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:

1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.3.F.1.(a-f), if

(a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or

(b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or

(c) The Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.5.3.A above; or

(d) The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 0 5 2004

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
BY
EXECUTIVE DIRECTOR

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

2.5 Payment Arrangements, (Cont'd.)

2.5.5 Refusal and Discontinuance of Service, (cont'd.)

F. (continued)

1. (continued)

(e) The Customer uses, or attempts or use, service with the intent to void the payment, either in whole or in part, of the tariff charges for the service by:

I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or

II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices: or

III. Any other Fraudulent means or devices; or

2. Upon fourteen (14) days' written notice to the Customer of any sum thirty (30) days past due;

3. Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3.A, above; or

4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

G. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 0 5 2004

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

BY _____
EXECUTIVE DIRECTOR

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

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Billing Disputes

A. General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B. Late Payment Charges

1. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount.
2. In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
3. In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 05 2004

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
BY
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Billing Disputes, (cont'd.)

C. Adjustments or Refunds to the Customer

1. In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
2. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
3. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
4. All adjustments or refunds provided by the Company to the Customer, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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MAR 05 2004

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.7 Cancellation of Application for Service

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the company that would have been chargeable to the Customer had service begun.

The special charges described will be calculated and applied on a case-by-case basis.

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BY
EXECUTIVE DIRECTOR

Issued by: John J. Greive, Vice President of Regulatory Affairs and General Counsel
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Allowances for Interruptions in Service

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

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to Lightyear. A Service Outage ends when the affected circuit and/or associated Lightyear equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which Lightyear is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (vi) inability to gain access to the IXC's equipment; and (vii) due to mutually agreed upon maintenance and repair.

Credit Allowances received by Lightyear from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

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

2.6 Allowances for Interruptions in Service, (Cont'd.)

2.6.1 Limitations on Allowances

No credit allowance will be made for:

A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;

B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;

C. interruptions due to the failure or malfunction of non-Company equipment;

D. interruptions of service during any 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;

E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

F. 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;

G. interruption of service due to circumstances or causes beyond the control of the Company.

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

2.7 Transfers and Assignments

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

2.8 Notices and Communications

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

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

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

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

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MAR 0 5 2004

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Meet Point Billing

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 9 (1)
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SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE

3.1 General

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff. In the absence of an ASR, delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided switched access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

3.1.1 Ordering Conditions

Customers may order switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

A. Customer name and Premise(s) address(es);

B. Billing name and address (when different from Customer name and address); and

C. Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

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PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
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SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (CONT'D.)

3.1 General, (Cont'd.)

3.1.2 Provision of Other Services

With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service. When added subsequently, charges for a Design Change as set forth in Section 3.5 will apply when an engineering review is required.

Additional engineering is not an ordering option, but will be applied to an ASR when the Company determines that Additional Engineering is necessary to accommodate a Customers request. Additional Engineering will be provided by the Company at the request of the Customer only when a Customer requests additional technical information after the Company has already provided the technical information included on the Design Layout Report.

The Customer will be notified when Additional Engineering is required, and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as and estimate of charges. If the Customer agrees to the Additional Engineering, a firm order will be established. If the Customer does not want the service or facilities after being notified by the Company that Additional Engineering is required, the Customer may cancel the order and no charges will apply. Once a firm order has been established, the total charge to the Customer for the Additional Engineering may not exceed the original estimated amount by more then ten (10) percent.

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MAR 0 5 2004

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
BY
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SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (CONT'D.)

3.2 Access Order

When a Customer requests new or additional Switched Access Service, one or more ASRs may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

3.2.1 Access Service Date Intervals

Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

A. Standard Interval

The Standard Interval for Switched Service will be ten (10) business days from the Application Date. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

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MAR 0 5 2004

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
BY
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SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (CONT'D.)

3.2 Access Order, (Cont'd.)

3.2.1 Access Service Date Intervals, (cont'd.)

B. Negotiated Interval - The Company will negotiate a Service Date interval with the Customer when:

1. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or

2. There is no existing facility connecting the Customer Premises with the Company; or

3. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or

4. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

3.2.2 Non-routine Installation

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

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SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (CONT'D.)

3.2 Access Order, (Cont'd.)

3.2.3 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

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

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

C. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;

D. where facilities are requested in a quantity greater than that which the Company would normally construct;

E. where installation is on an expedited basis;

F. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.

Customer Acceptance – Rates and charges for special construction shall be determined and presented to the Customer for its approval prior tot he start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

Basis of Rates and Charges – Rates and charges shall be based on the costs incurred by the Company and may include any one or any combination of the following:

1. Nonrecurring Charges
2. Recurring Monthly Rates; and/or
3. Termination Liabilities

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SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (CONT'D.)

3.2 Access Order, (Cont'd.)

3.2.3 Special Construction, (cont'd.)

Cost of Computation – Special Construction costs may include one or more of the following items to the extent that they are applicable:

A. The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:

1. equipment and materials provided or used;
2. engineering, labor and supervision;
3. transportation;
4. rights of way; shipping and delivery

B. cost of maintenance;

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

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

E. license preparation, processing and related fees;

F. tariff preparation, processing and related fees;

G. any other identifiable costs related to the facilities provided; or

H. an amount for return and contingencies.

3.2.4 Ownership of Facilities

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

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SECTION 9 (1)
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SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (CONT'D.)

3.2 Access Order, (Cont'd.)

3.2.5 Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing when using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

A. Service Commencement Date Changes

ASR service dates for the installation of new services or rearrangement of existing services may be changed but the new service may not exceed the original Service Commencement Date by more than 30 calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change that is less then five business days from the date of notification by the Customer, a Service Date Change Charge and an Expedite Charge will apply. No Expedite Charge will apply if the Customer requests a Service Date Change that is more then 5 business days from the date of request by the Customer but earlier than the original requested Service Commencement Date.

If the customer requested service date is more than 30 calendar days after the original service date, the order will be cancelled by the Company on the 31st day.

Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with the Company.

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed. The applicable charges are set forth in section 3.5.

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SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (CONT'D.)

3.2 Access Order, (Cont'd.)

3.2.5 Access Service Request Modifications, (cont'd.)

B. Design Change Charge

The Customer may request a Design Change to the service ordered. A Design Change Charge is any change to an ASR, which requires Engineering Review An Engineering Review is a review by Company personnel of the service ordered and the requested changes to determine what change(s) in the design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional feature or functions, a change in the type of Transport Termination (Switched Access only) or type of Channel interface. Any other changes are not considered Design Changes for purposes of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The applicable charges, as set forth in Section 3.5 are in addition to any Service Date Change Charges that may apply.

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OF KENTUCKY
EFFECTIVE

MAR 05 2004

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
BY
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SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (CONT'D.)

3.2 Access Order, (Cont'd.)

3.2.5 Access Service Request Modifications, (cont'd.)

C. Expedited Order Charge

When placing an Access Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier then the Standard Interval Service Date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five days from the date of the request to the Company of the expedited order request. The request for an earlier service date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the service date. The Company has the exclusive right to accept or deny the Expedite Order request. However if, upon reviewing availability of equipment and scheduled work load, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an Expedite Charge will apply.

If the Company is subsequently unable to meet an agreed upon expedited service date, then the Expedite Charge will not apply.

In the event the Company provides service on an expedited basis on the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge.

In the event that the Customer cancels an expedited request, the Expedite Charge will be added to any applicable Cancellation Charge specified herein. In the event that the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedite Charge will still apply.

An Expedite Charge will not be applied to orders expedited for Company reasons. If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this tariff will apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in Section 3.5.

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OF KENTUCKY
EFFECTIVE
MAR 05 2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
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SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (CONT'D.)

3.2 Access Order, (Cont'd.)

3.2.5 Access Service Request Modifications, (cont'd.)

D. Cancellation of Access Service Request

A Customer may cancel an ASR for the installation of Access Service at any time prior to notification by the Company that the service is available for the Customer's use. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days.

A Customer may negotiate an extension of a service date of an ASR for installation of new services or rearrangement of existing service, in which case a Service Date Change Charge will apply. However, the new service date cannot exceed the originally established service date by more then thirty (30) calendar days. On the 31st day beyond the original service date, the ASR will be canceled and the appropriate Cancellation Charges will be applied.

If the cancellation occurs prior to the Company's receiving the ASR, no charges will apply.

If the Company misses a service date for a Standard or Negotiated Interval Access Order by more then thirty (30) days due to circumstances such as acts of God, Governmental requirements, work stoppages and civil commotions, the Company shall not be liable for such delay and the Customer may cancel the ASR without incurring Cancellation Charges.

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SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (CONT'D.)

3.2 Access Order, (Cont'd.)

3.2.6 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month.

A. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

1. a change in the identity of the Customer of record;
2. a move by the Customer to a different building;
3. a change in type of service;
4. a change in Access Service Interface (i.e. DS0 or DS3); or
5. a change in Access Service Traffic Type

B. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

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SECTION 9 (1)
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SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (CONT'D.)

3.3 Ordering and Billing of Access When More Than One Company Is Involved

Each Exchange Carrier will provide its portion of the Access Service within its operating territory to an interconnection point(s) with the other Telephone Company(s). Billing Percentages will be determined by the Exchange Carriers involved in providing the Access Service and listed in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4. The Exchange Carrier will adhere to the standards for billing of access service by multiple companies that are set forth in reference documents Ordering and Billing Forum: Multiple Exchange Carrier Access Billing (MECAB) and Ordering and Billing Forum: Multiple Exchange Carrier Ordering and Design (MECOD).

For the service(s) ordered as set forth following, the customer must also supply a copy of the order to the Exchange Carrier in whose operating territory a customer designated premises is located and any other Exchange Carrier (s) involved in providing the service. Additionally, when service is provided through a centralized equal access provider, the customer must supply a copy of the order to that provider.

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SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (CONT'D.)

3.4 Rating and Billing of Service

Each company will provide its portion of the Access Service based on the regulations, rates and charges contained in its Access Service tariff, subject to the following rules, as appropriate:

3.4.1 The charges billed by this company for mileage sensitive rate elements are determined as follows:

A. The total mileage for the service is computed using V&H Coordinate Method set forth in the National Exchange Carrier Association, Inc., Tariff F.C.C. NO.4

B. A billing factor is determined from the National Exchange Carrier Association, Inc., Tariff F.C.C. NO.4 directly.

C. This company's rates and charges are then multiplied by the appropriate quantity(ies) and the billing factor to obtain the charges for the company.

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SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (CONT'D.)

3.4 Rating and Billing of Service, (Cont'd.)

3.4.2 The application of non distance sensitive rate elements varies according to the rate structure and the location of the facilities involved:

A. When rates and charges are listed on a per point of termination basis, this company's rates will be billed for the termination(s) within this company's operating territory.

B. When rates and charges are listed on a per unit basis, this company's rates and charges will apply for units located in this company's operating territory. When rates and charges are developed on an individual case basis, such rates will be developed for the portion of the service provided by this company.

C. When rates and charges are listed on a per service basis, this company's rates and charges are allocated based upon the ratio of points on the access circuit that this company owns in relation to the total number of points on the circuit.

D. For Switched Interoffice Channel Facility Termination rates, the company's rates will apply for each end of the Switched Interoffice Channel that this company provides.

E. Where this company is the end Office Company, 100% of the Company's Interconnection charge will apply, where applicable.

F. For nonrecurring charges, 100% of this company's charge shall apply.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 0 5 2004

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
BY
EXECUTIVE DIRECTOR

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (CONT'D.)

3.5 Supplementary Charges

Additional Engineering	ICB
Service Commencement Date Change	$33.37 per order
Design Change	$33.37 per order

For services involving facilities leased from other Telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 0 5 2004

PURSUANT TO 807 KAR 5.011
SECTION 9 (1)

BY EXECUTIVE DIRECTOR

SECTION 4 - SWITCHED ACCESS SERVICE

4.1 General

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises, and to terminate calls from a Customer's Premises location to an End User's Premises.

Switched Access Service is only available when originating or terminating calls from or to an end user which subscribes to the Company's Local Exchange Services. The Company is not equipped for equal access service.

Rates and charges are set forth in Section 5. The application of rates for Switched Access Service is described in Section 5.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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MAR 0 5 2004

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
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SECTION 4 - SWITCHED ACCESS SERVICE, (CONT'D.)

4.2 Provision and Description of Switched Access Service Arrangements

4.2.1 Feature Group Access

FG Access, which is available to Customers, is provisioned at the DS-1 level and provides trunk-side access to Company Local Switching Center switches, with an associated uniform 10XXX Access Code for the Customer's use in originating and terminating Telecommunications. Basic FG Access service will be provided with Multi-Frequency In Band Signaling (SS7 is also available as a Common Switching Option for Feature Group D). In addition, Conventional Signaling for direct Carrier Trunk groups is available at the Customers option. End User's of the Customer's service may also originate calls to certain FGD Access Customers without dialing the 10XXX Access Code if the End User is presubscribed, as described herein.

The Access Code for FGD switching is a uniform Access Code of the form 10XXX. A single Access Code will be assigned a number of all FGD access provided to the Customer by the Company. No Access Code is required for calls to a Customer over FGD Access Service if the End User's telephone exchange service is arranged for Presubscription to that Customer, as set forth herein.

Where no Access Code is required, the number dialed by the Customer's End User shall be a seven or ten digit number for calls in the North American Number Plan (NANP), except for 00- dialed calls which are routed by the predesignated Customer. For international calls outside the NANP, a seven to twelve digit number may be dialed. The form of the numbers dialed by the Customer's End User is NXX-XXXX, 0 or 1+NXX-XXX,NPA+NXX-XXXX, 0 or 1+ NPA + NXX-XXXX and when the Local Switching Center is equipped for International Direct Distance Dialing (IDDD), 01+CC+NN or 011+CC+NN.

When the 10XXX Access Code is used, FGD switching also provides for dialing the digit 0 for access to the Customer's operator, 911 for access to the Company's emergency service, or the end-of-dialing digit (#) for cut through access to the Customer's Premises.

In addition, End Users may originate calls by dialing the 950-XXXX Access Code specific to a particular Interexchange Carrier, provided that the Interexchange Carrier has subscribed to the Company's Feature Group D with 950 Access Common Switching Optional Feature. If the End User is presubscribed to that Interexchange Carrier, no Access Code is necessary.

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MAR 0 5 2004

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SECTION 9 (1)
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SECTION 4 - SWITCHED ACCESS SERVICE, (CONT'D.)

4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)

4.2.2 Manner of Provision

Trunks used for Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to order a sufficient number of trunks of each type in order to meet its desired grade of service objective. At the Customer's request, the Company will assist the Customer in sizing Access Trunk groups.

A. Two types of Feature Group Access are available:

1. **Tandem Connect Access** - This option applies when the customer has no direct facilities to the Company. All traffic is routed to and from Company's End Office via the Customer's tandem provider. Delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided Tandem Connect Access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

2. **Direct Connect Access** - The Company will provide facilities between the Customer's premises and a Company End Office. This transmission path is dedicated to the use of a single Customer. The Company requires the Customer to submit an ASR or comparable documentation for Direct Connect Access.

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MAR 0 5 2004

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SECTION 9 (1)
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SECTION 4 - SWITCHED ACCESS SERVICE, (CONT'D.)

4.2 Provision and Description of Switched Access Service Arrangements, (Cont'd.)

4.2.3 Bill Validation Service

The Company shall arrange to have its billing validation data stored in one of the existing Line Information Databases (LIDB). It will be the responsibility of the Customer to identify this database through established industry procedures and to query the billing validation data in the LIDB. Based on the received query information, the LIDB will respond with an SS7 formatted confirmation of validity or denial for the requested billing option. Access to the LIDB provides Customers with potential toll fraud detection.

The LIDB will contain a record for every working line number and Billed Number Group served by the Company. The Company will update the LIDB information on a daily basis.

LIDB service is provided on an on-line, call-by-call basis. Company data accessed from the LIDB shall remain the sole property of the Company and may not be stored or reproduced by the Customer for any reason. The Company will have procedures in place to deactivate billing validation data in the event that it is being used fraudulently.

4.2.4 Originating 800 FG Access

800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed.

4.2.5 Terminating FG Access

FG Access, when used in the terminating direction, may only be used to access end users who are subscribing to the Company's Local Exchange Services. Calls in the terminating direction will not be completed to 950-0XXX or 950-1XXX access codes, local operator assistance (0- and 0+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and 10XXX and 101XXXX access codes.

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MAR 0 5 2004

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

BY
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SECTION 4 - SWITCHED ACCESS SERVICE, (CONT'D.)

4.3 Reports and Testing

4.3.1 Design Layout Report: At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

4.3.2 Acceptance Testing: At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.

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SECTION 5 - SWITCHED ACCESS RATES

5.1 General

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

There are two types of rates and charges that apply to Switched Access Service:

Non-Recurring Charges: Non-Recurring charges are one-time charges that apply for a specific work activity.

Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place. Usage rates are rates that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

5.2 Rate Elements

The rate categories and elements that apply to Switched Access Service are as follows:

5.2.1 Carrier Common Line

The Carrier Common Line rate Category provides for the use of Company common lines by Customers for access to end users to furnish Customer interstate Telecommunications. Carrier Common Line is provided where the Customer obtains Company provided Switched Access Service.

Carrier Common Line charges will be billed to each Switched Access Service provided under this tariff.

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SECTION 5 - SWITCHED ACCESS RATES, (CONT'D.)

5.2 Rate Elements, (Cont'd.)

5.2.2 Local Transport

The Local Transport rate category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es), which may be a Remote Switching Module(s) or WATS Serving Office, where the customer's traffic is switched to originate or terminate the customer's Telecommunications. Mileage measurement rules are set forth in Section 5.3 following and in this section.

Local Transport is a two-way voice frequency transmission path composed of facilities determined by the Telephone Company. The two-way voice frequency transmission path permits the transport of calls in the originating direction (from the end user end office switch to the customer designated premises) and in the terminating direction (from the customer designated 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 in the Telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz. The customer must specify the choice of facilities (i.e., Voice Grade 2 or 4 wire, High Capacity DS1 or DS3) to be used in the provision of the Direct Trunked Transport or Entrance Facility. High Capacity DS3 facilities are only available at wire centers identified in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4, WIRE CENTER INFORMATION.

The customer must specify when ordering (1) whether the service is to be directly routed to an end office switch or through an access tandem switch, (2) the type of Direct Trunked Transport and whether it will overflow to Tandem Switched Transport when service is directly routed to an end office, (3) the type of Entrance Facility, (4) the directionality of the service, and (5) when multiplexing is required, the hub(s) at which the multiplexing will be provided.

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SECTION 5 - SWITCHED ACCESS RATES, (CONT'D.)

5.2 Rate Elements, (Cont'd.)

5.2.3 Direct Trunked Transport

The Direct Trunked Transport rate elements recover a portion of the cost associated with a Telecommunications path or circuits dedicated to the use of a single customer between:

- the serving wire center and an end office,
- the serving wire center and a tandem,
- the serving wire center and a hub,
- a hub and an end office, the serving wire center and an ADM equipped wire center where add/drop multiplexing
- functions are performed,
- an ADM equipped wire center and an end office.

Direct Trunked Transport rates consist of a Direct Trunked Facility rate which is applied on a per mile basis and a Direct Trunked Termination rate which is applied at each end of each measured segment of the Direct Trunked Facility (e.g., at the end office, tandem, hub, ADM equipped wire center, and serving wire center). When the Direct Trunked Facility mileage is zero, the Direct Trunked Facility rate will not apply.

A. The **Direct Trunked Facility** rate recovers a portion of the costs of transmission facilities, including intermediate transmission circuit equipment, between the end points of the interoffice circuits.

B. The **Direct Trunked Termination** rate recovers a portion of the costs of the circuit equipment that is necessary for the termination of each end of the Direct Trunked Facility.

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SECTION 9 (1)
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SECTION 5 - SWITCHED ACCESS RATES, (CONT'D.)

5.2 Rate Elements, (Cont'd.)

5.2.4 Tandem Switched Transport

The Tandem Switched Transport rate elements recover a portion of the costs associated with a Telecommunications path between a tandem and an end office on circuits that are switched at a tandem switch.

Tandem Switched Transport rates consist of a Tandem Switching rate, a Tandem Switched Facility rate, and a Tandem Switched Termination rate.

A. The **Tandem Switching rate** recovers a portion of the costs of switching traffic through an access tandem. The Tandem Switching is applied on a per access minute per tandem basis for all originating and all terminating minutes of use switched at the tandem. Tandem locations are identified in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4, WIRE CENTER INFORMATION.

B. The **Tandem Switched Facility rate** recovers a portion of the costs of transmission facilities, including intermediate transmission circuit equipment, between the end points of interoffice circuits. The Tandem Switched Facility rate is applied on a per access minute per mile basis for all originating and terminating minutes of use routed over the facility.

C. The **Tandem Switched Termination rate** recovers a portion of the costs of circuit equipment necessary for the termination of each end of each measured segment of the Tandem Switched Facility. The Tandem Switched Termination rate is applied on a per access minute basis (for all originating and terminating minutes of use routed over the facility) at each end of each measured segment of Tandem Switched Facility (e.g., at the end office, Feature Group A dial tone office, host office and the access tandem). When the Tandem Switched Facility mileage is zero, the Tandem Switched Facility rate will not apply.

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SECTION 9 (1)
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SECTION 5 - SWITCHED ACCESS RATES, (CONT'D.)

5.2 Rate Elements, (Cont'd.)

5.2.5 Multiplexing

Multiplexing provides an arrangement for converting a single, higher capacity or bandwidth circuit to several lower capacity or bandwidth circuits.

When a derived channel is itself multiplexed to derive additional channels with a lesser capacity, this is referred to as cascade multiplexing. When cascade multiplexing occurs, a charge for the additional multiplexing function applies. When cascade multiplexing is performed at different hubbing locations, Direct Trunked Transport charges also apply between the hubs.

Multiplexing is only available at wire centers identified in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF NO. 4, WIRE CENTER INFORMATION.

The following multiplexing arrangements are offered for use with Switched Access Service (1) DS3 to DS1Multiplexing charges specified in Section 5.4.B.3 following apply when a High Capacity DS3 Entrance Facility or High Capacity DS3 Direct Trunked Transport is connected with High Capacity DS1 Direct Trunked Transport. The DS3 to DS1 multiplexer will convert a 44.736 Mbps channel to 28 DS1 channels using digital time division multiplexing (2) DS1 to Voice Grade Multiplexing apply when a High Capacity DS1 Entrance Facility or High Capacity DS1 Direct Trunked Transport is connected with Voice Grade Direct Trunked Transport. However, a DS1 to Voice Grade Multiplexing Charge does not apply when a High Capacity DS1 Entrance Facility or High Capacity DS1 Direct Trunked Transport is terminated at an electronic end office and only Switched Access Service is provided over the DS1 facility (i.e., Voice Grade Dedicated Access channels are not derived). The DS1 to Voice Grade multiplexer will convert a 1.544 Mbps channel to 24 Voice Grade channels.

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SECTION 5 - SWITCHED ACCESS RATES, (CONT'D.)

5.2 Rate Elements, (Cont'd.)

5.2.6 Chargeable Optional Features

800 Data Base Access Service is provided to all customers in conjunction with FGC completed query returned from the 800 data base whether or not the actual call is delivered to the customer. The query is considered completed when the appropriate call routing information is returned to the Service Switching Point (SSP) that launched the query. The Basic Query provides the identification of the customer to whom the call will be delivered and includes area of service routing which allows routing of 800 series calls by telephone companies to different interexchange carriers based on the Local Access Transport Area (LATA) in which the call originates. The Vertical Feature Query provides this same customer identification function in addition to vertical features which may include: (1) call validation (ensuring that calls originate from subscribed service areas); (2) POTS translation of 800 series numbers (which is generally necessary for the routing of 800 series calls); (3) alternate POTS translation (which allows subscribers to vary the routing of 800 series calls based on factors such as time of day, place of origination of the call, etc.); and (4) multiple carrier routing (which allows subscribers to route to different carriers based on factors similar to those in (3).

5.2.7 Signaling System 7 (SS7) Signaling

This feature provides common channel out of band transmission of address and supervisory SS7 protocol signaling information between the end office switch or the tandem office switching system and the customer's designated premises. The signaling information is transmitted over facilities provided with the Common Channel Signaling/Signaling System 7 Network Connection Service (CCSNC).

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SECTION 5 - SWITCHED ACCESS RATES, (CONT'D.)

5.2 Rate Elements, (Cont'd.)

5.2.8 Common Channel Signaling/Signaling System 7 Network Connection Service (CCSNC)

Common Channel Signaling/Signaling System 7 (CCS/SS7) Network Connection Service (CCSNC), which is available with Feature Group C and D, where technically feasible, provides a signaling path between a customer's designated Signaling Point of Interface (SPOI) and a Signaling Transfer Point (STP). This service provides customers with the use of a two-way signaling path for accessing information necessary for the completion of their end user's calls.

Rates and charges for the CCS/SS7 Network Connection STP Ports and Signaling Network Access Links are contained in Section 5.6 of the Switched Access Rates.

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SECTION 5 - SWITCHED ACCESS RATES, (CONT'D.)

5.2 Rate Elements, (Cont'd.)

5.2.9 End Office

The End Office rate category establishes the charges related to the local end office switching and end user termination functions necessary to complete the transmission of Switched Access Telecommunications to and from the end users served by the local end office. The End Office rate category includes the Local Switching and Information Surcharge rate elements.

A. Local Switching

The Local Switching rate element establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Telephone Company Intercept Operators or recordings, the STP costs, and the SS7 signaling function between the end office and the Signaling Transfer Point. There are four types of functions included in the Local Switching rate element: Common Switching, Transport Termination, Line Termination and Intercept.

B. Information Surcharge

Information Surcharge rates are assessed to a customer based on the total number of access minutes.

5.2.10 Entrance Facility

The Entrance Facility provides for the communication path between a Customer's designated premises and the Company service wire center (SWC) of that premises for the sole use of the Customer. The Entrance Facility category is comprised of a DS1 rate. An Entrance Facility is required whether the Customer's premises and the SWC are located in the same or different buildings

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PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
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SECTION 5 - SWITCHED ACCESS RATES, (CONT'D.)

5.3 Rate Regulations

5.3.1 Recording and Measuring Call Detail Records

When access minutes are used to determine access charges, they will be accumulated using call detail recorded by the Telephone Company equipment (except for Feature Group C operator and automated operator services systems call detail such as pay telephone sent-paid, operator-DDD, operator-person, collect, credit-card, third number and/or other like calls recorded by the customer). The Telephone Company measuring and recording equipment will be associated with end office or local tandem switching equipment and will record each originating and terminating access minute where answer supervision is received. The accumulated access minutes will be summed on a line by line basis, by end office for each customer and then rounded to the nearest minute.

5.3.2 Mileage Measurement

The mileage to be used to determine the monthly rate for Local Transport is calculated on airline distances between the end office switch, which may be a Remote Switching Module, (where the call carried by Local Transport originates or terminates) and the customer's serving wire center. When Direct Trunked Transport is ordered between the serving wire center and the end office, mileage is normally measured in one segment from the serving wire center to the end office. When Direct Trunked Transport is ordered between a serving wire center and a tandem and Tandem Switched Transport is ordered between the tandem and the end office, mileage is calculated separately for each segment. For SS7 signaling, the mileage to be used to determine the monthly rate for the Signaling Mileage Facility is calculated on the airline distance between the serving wire center associated with the customer's designated premises (Signaling Point of Interface) and the Telephone Company wire center providing the STP Port.

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SECTION 5 - SWITCHED ACCESS RATES, (CONT'D.)

5.3 Rate Regulations, (Cont'd.)

5.3.2 Mileage Measurement (cont'd)

Where applicable, the V&H coordinates method is used to determine mileage. This method is set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4 for Wire Center Information (V&H coordinates).

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

To determine the rate to be billed, first compute the airline mileage using the V&H coordinates method. If the calculation results in a fraction of a mile, always round up to the next whole mile before determining the mileage and applying the rates. Then multiply the mileage by the appropriate rate.

Exceptions to the mileage measurement rules are as follows:

A. Remote Offices

Local Transport mileage for Switched Access Service provided to a Remote Office will be measured in multiple segments.

When the facility is directly trunked to the Host Office, Direct Trunked Facility mileage will be measured between the customer's serving wire center and the Host Office, and Tandem Switched Facility mileage will be measured between the Host Office and the Remote Office. The Tandem Switching charge will not apply.

When the facility is routed through a tandem to the Host Office, Direct Trunked Facility will be measured from the Serving Wire Center to the tandem, Tandem Switched Facility will be measured from the tandem to the host, and another segment of Tandem Switched Facility will be measured from the host to the remote. A Tandem Switching charge will be applicable at the tandem.

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SECTION 5 - SWITCHED ACCESS RATES, (CONT'D.)

5.4 Rates and Charges

5.4.1 Common Line Access Service

	Monthly Rate
Carrier Common Line Access Charges	
Terminating, per Access Minute	$0.0000
Originating, per Access Minute	$0.0000

5.4.2 Local Transport

A. Tandem Switched Transport

		Rate Per Access Minute
1.	**Tandem Switched Facility, per mile**	
	Zone 1:	$0.000023
2.	**Tandem Switched Termination**	
	Zone 1:	$0.000176
3.	**DS3 to DS1 Multiplexer**	$0.000387
4.	**Access Tandem Switching**	
	(a) Premium	$0.001177
	(b) Dedicated Tandem Trunk Port	
	- per dedicated DS0/Voice Grade trunk port	$9.47
	- per dedicated DS1 trunk port	$139.98

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SECTION 5 - SWITCHED ACCESS RATES, (CONT'D.)

5.4 Rates and Charges, (Cont'd.)

B. Direct Trunked Transport

		Zone 1	Non-Recurring Charge
1.	**Voice Grade**		
(a)	per mile	$1.62	---
(b)	Facility Termination	$ 23.50	$ 79.85
2.	**DS0- 56/64 Kbps**		
(a)	per mile	$3.98	----
(b)	Facility Termination	$ 43.00	$24.01
3.	**DS1 - 1.544 Mbps**		
(a)	per mile	$15.20	----
(b)	Facility Termination	$ 60.98	$100.49
4.	DS3 - 44.736 Mbps		
(a)	per mile	$ 97.25	----
(b)	Facility Termination	$972.54	$67.19

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SECTION 5 - SWITCHED ACCESS RATES, (CONT'D.)

5.4 Rates and Charges, (Cont'd.)

C. Entrance Facility

1. Entrance Facility (Per Termination), per Month

		Zone 1
(a)	**Voice Grade**	
	- Two Wire	$32.42
	- Four Wire	$44.57
(b)	**DS1 - 1.544 Mbps**	$121.57
(c)	**DS3 - 44.736 Mbps**	$1,515.55
(d)	**End Office Based Private Network**	
	- per Local Channel	$4.86

2. Entrance Facility, Non-Recurring Charges

		Non-Recurring Charge	
		First	**Additional**
(a)	**Voice Grade**		
	- Two Wire	$308.95	$119.49
	- Four Wire	$314.69	$125.19
(b)	**DS1 - 1.544 Mbps**	$750.00	$300.00
(c)	**DS3 - 44.736 Mbps**	$870.50	$427.88
(d)	**End Office Based Private Network**		
	- per Local Channel	$17.45	$17.45

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SECTION 5 - SWITCHED ACCESS RATES, (CONT'D.)

5.4 Rates and Charges, (Cont'd.)

5.4.2 Local Transport, (cont'd.)

D. Installation or New Service

		Non-recurring Charge First	Non-recurring Charge Additional
1.	**Line Side Service**		
(a)	Per Line	$150.00	$36.00
(b)	Per Inward Only Line for DID Service	$150.00	$36.00
(c)	Per Two-way Line for DID/DOD Service	$150.00	$36.00
(d)	Per Line with Answer Supervision	$150.00	$36.00
2.	**Trunk Side Service**		
(a)	Per Trunk or Signaling Connection	$150.00	$36.00
3.	Point Code Establishment or Change		
(a)	Per Originating Point Code Established or Changed	$40.00	$8.00
(b)	Per Destination Point Code Established or Changed	$8.00	$8.00

E. Network Blocking Charge

	Charge
Non-recurring Charge, per call blocked	$0.00840

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SECTION 5 - SWITCHED ACCESS RATES, (CONT'D.)

5.4 Rates and Charges, (Cont'd.)

5.4.3 End Office

A. Local Switching

		Rate Per Access Minute
1.	**Premium Rates**	
(a)	LS1 - FGA and FGB	$0.002244
(b)	LS2 - FGC and FGD	$0.002244
(c)	LS3 - LSBSA and TSBSA 1	$0.002233
(d)	LS4 - TSBSA 2 and TSBSA 3	$0.002233
2.	**Common Trunk Port Service per Each** Common Transport Trunk Termination - Per access MOU	$0.000800

B. Information Surcharge Rate

	Rate
- Per 100 Access Minutes	$0.00000

C. Dedicated End Office Trunk Port Service

		Monthly Rate
1.	Per dedicated DS0/VG trunk port required	$9.47
2.	Per dedicated DS1 trunk port required	$139.98

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MAR 0 5 2004

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SECTION 9 (1)
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SECTION 5 - SWITCHED ACCESS RATES, (CONT'D.)

5.4 Rates and Charges, (Cont'd.)

5.4.4 Chargeable Optional Features

A. 800 Data Base Access Service

	Rate
1. Per 800 Call Utilizing 8XX Toll Free Dialing Ten Digit Screening Service with 800 Number Delivery	
Per Query:	$0.00421
2. Per 800 Call Utilizing 8XX Toll Free Dialing Ten Digit Screening Service with 800 Number Delivery for 800 Numbers with Optional Complex Feature	
Per Query:	$0.004296
3. Per 800 Utilizing 8XX Toll Free Dialing Ten Digit Screening Service with POTS Number Delivery	
Per Query:	$0.00383
4. Per 800 Call Utilizing 8XX Toll Free Dialing Ten Digit Screening Service with POTS Number Delivery for 800 Numbers with Optional Complex Feature	
Per Query:	$0.00431

5.4.5 Equal Access Cost Recovery

A. Per subscribed interLATA access line	$0.007814

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SECTION 9 (1)
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SECTION 5 - SWITCHED ACCESS RATES, (CONT'D.)

5.5 Individual Case Basis Arrangements

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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SECTION 6 - DEDICATED ACCESS SERVICE

6.1 General

The Company provides interstate Dedicated Access Service for use as a stand-alone service, or in connection with other Company services. Dedicated Access Services are offered on a point-to-point basis. Each Dedicated Access Service is dedicated to the Customer and the entire usable bandwidth for each service is available to the Customer for their exclusive use.

Pricing for all Dedicated Access Services is on an Individual Case Basis (ICB).

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1901 Eastpoint Parkway
Louisville, Kentucky 40223

SECTION 7 - MISCELLANEOUS CHARGES

7.1 Billing Name and Address

7.1.1 Service Description

Billing Name and Address (BNA) service provides account detail of the Company's customers to Interexchange carriers, operator service providers, enhanced service providers, and any other provider of interstate Telecommunications services.

7.1.2 General

A. Upon acceptance of an order for BNA service, the Company will furnish account detail for each working number submitted. Account detail consists of current data base information including the end User's billing name and billing address.

B. Only current information which resides in the Company's data base will be provided. Customers ordering BNA service must accept BNA account detail on an "As is" basis.

C. The Company will specify the location where requests for BNA service are to be received, and the format in which the requests are to be provided.

D. The subscribing customer must agree that BNA information will not be resold or otherwise provided to any other person, corporation, partnership or entity, other than Customer's authorized billing agent, and that Billing Name and Address shall be used by Customer or Customer's authorized billing agent solely for:

1. Billing its customers for using Customer's Telecommunications services.
2. Any purpose associated with the equal access requirement of United States v. AT&T, 552 F. Supp. 131 (D.D.C. 1982).
3. Verification of service orders of new customers, identification of customers who have moved to a new address, fraud prevention, and similar nonmarketing purposes.

For calling card calls and collect and third party billed calls, Billing Name and Address for ANI service is not available on accounts of nonpublished/unlisted end users who, by request to the Company (which request may be submitted at any time), have specified that such information not be released.

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SECTION 7 - MISCELLANEOUS CHARGES, (CONT'D.)

7.1 Billing Name and Address, (Cont'd.)

7.1.2 General. (cont'd.)

E. Manual Request

1. At the Customer's option, the Company will provide BNA via manual request procedures.
2. BNA service information will be provided by the Company in standard paper format via facsimile or first class U.S. mail.
3. Wherever possible, the Company will provide Billing Name and Address for ANI data no later than ten (10) business days from the date of receipt of the Customer's request. Availability of data may be delayed if errors exist in the request received from the customer.
4. In situations where the customer requests more than forty (40) BNA records on a single order, the Company will provide the requested BNA information in a time frame mutually agreed to by the customer and the Company.

F. Mechanized Request

1. At the Customer's option, the Company will provide BNA, subject to procedures established for Customer Account Record Exchange (CARE).
2. The customer will submit its requests through proper CARE procedures, as revised or amended.

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SECTION 7 - MISCELLANEOUS CHARGES, (CONT'D.)

7.1 Billing Name and Address, (Cont'd.)

7.1.3 Rate Regulations

The number of BNA records for which charges apply will be accumulated by the Company, and billed to the customer on a monthly basis at the rates set forth in 6.3.4 following.

7.1.4 Rates and Charges

	BNA Cost Per ANI	BNA Request Per Batch
Billing Name and Address for ANI	$0.50	$10.00
Service Establishment Charge for Initial establishment of BNA service	--------	$50.00

* Minimum charge per order

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SECTION 8 - SPECIAL ARRANGEMENTS

8.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on an Individual Case Basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service, or to establish rates for services for which the Company has not yet established generically tariffed rates. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

8.2 Contracts

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

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

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