PRIVATE LINE TELECOMMUNICATIONS SERVICES TARIFF

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RATES, RULES AND REGULATIONS FOR FURNISHING NETWORK TRANSMISSION SERVICES (INCLUDING DIGITAL CHANNELS) BETWEEN FIXED POINTS IN THE COMMONWEALTH OF KENTUCKY.

This tariff is on file with the Kentucky Public Service Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

Issued: September 6, 2006

Effective Date: September

Issued By:
James C. Falvey, Sr. Vice President – Regulatory Affairs

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PRIVATE LINE SERVICES

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TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.

C. Check Sheets - When a tariff filing is made with the K.P.S.C., an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*).

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated and shall appear in the right margin of the sheet:

C	-	To signify changed regulation.
D	-	To signify discontinued rate, regulation, or condition.
I	-	To signify increased rate.
K	-	To signify that material has been transferred to another sheet or place in the tariff.
M	-	To signify that material has been transferred from another sheet or place in the tariff.
N	-	To signify new rate, regulation, condition or sheet.
R	-	To signify reduced rate.
T	-	To signify a change in, text for clarification, but no change in rate or regulation.

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CHECK SHEET

The cover sheet and sheets 1-56 inclusive of this tariff are effective as of the date originally shown. Original and revised sheets, as named below, comprise all changes from the original tariff in effect on the date indicated.

Sheet	Revision	Sheet	Revision
Cover Sheet	First *	29	First *
1	First *	30	First *
2	First *	31	First *
3	First *	32	First *
4	First *	33	First *
5	First *	34	First *
6	First *	35	First *
7	First *	36	First *
8	First *	37	First *
9	First *	38	First *
10	First *	39	First *
11	First *	40	First *
12	First *	41	First *
13	First *	42	First *
14	First *	43	First *
15	First *	44	First *
16	First *	45	First *
17	First *	46	First *
18	First *	47	First *
19	First *	48	First *
20	First *	49	First *
21	First *	50	First *
22	First *	51	First *
23	First *	52	First *
24	First *	53	First *
25	First *	54	First *
26	First *	55	First *
27	First *	56	First *
28	First *		

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate private line and special access telecommunications services to the public by Xspedius Management Co. of Louisville, LLC d/b/a Xspedius Communications (herein referred to as "the Company").

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PRIVATE LINE SERVICES

CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

Concurring Carriers:

American Communications Services of Lexington, Inc. d/b/a e·spire of Lexington.

Connecting Carriers:

None

Other Participating Carriers:

None

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PRIVATE LINE SERVICES

1. DEFINITIONS

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

Access: A connection between a Customer Premises and a Point of Presence of an Interexchange Carrier for the transmission of voice data or video/image information.

Alternate Access: Alternate Access has the same meaning as Local Access except that the provider of the Service is an entity other than the Local Exchange Carrier authorized or permitted to provide such service. The charges for Alternate Access may be subject to private agreement rather than published or special tariff if permitted by applicable governmental rules.

Advance Payment: Part or all of a payment required before the start of service.

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

Company: Xspedius Management Co. of Louisville, LLC d/b/a Xspedius Communications the issuer of this tariff, which is a Delaware corporation.

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

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

Duplex Service: Service which provides for simultaneous transmission in both directions.

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PRIVATE LINE SERVICES

1. DEFINITIONS (Cont'd)

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Individual Case Basis ("ICB"): A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

Local Access: Local Access means the connection between a Customer premises and a Company Point of Presence.

Mbps: Megabits, denotes millions of bits per second.

Network: The Company's digital fiber optics-based network located in the Commonwealth of Kentucky.

Network Services: The Company's telecommunications access services offered on the Company's Network.

Node: The Company office where all Customer facilities are terminated for purposes of interconnection to trunks and/or cross-connection to distant ends.

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.

Point to Point Service: Point to Point Service is an unswitched full time transmission service utilizing the Company's facilities to connect two or more Customer designated locations.

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PRIVATE LINE SERVICES

1. DEFINITIONS (Cont'd)

Premises: The space occupied by a Customer or authorized user in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

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

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

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

Services: The Company's telecommunications access services offered on the Company's network.

Shared: A facility or equipment system or subsystem which can be used simultaneously by several Customers.

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2. REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

Network Services consist of furnishing dedicated communications service in connection with one-way and/or two-way information transmission between points within the Commonwealth of Kentucky.

2.1.2 Shortage of Equipment or Facilities

2.1.2.1 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.

2.1.2.2 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 fiber optic cable facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

2.1.3.1 Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

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

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

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

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

2.1.3.5 Service may be terminated upon written notice to the Customer if:

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

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

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

2.1.4 Liability of the Company

2.1.4.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. 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 damage 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.

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

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

2.1.4.3 The Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services; or (b) for the acts or omissions of common carriers or warehousemen.

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

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, 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 presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4.5 as a condition precedent to such installations.

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

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

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

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

2.1.4.9 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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2. 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.

2.1.6 Provisions of Equipment and Facilities

2.1.6.1 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.

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provisions of Equipment and Facilities (Cont'd)

2.1.6.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may 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.

2.1.6.3 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.

2.1.6.4 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.

2.1.6.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer 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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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provisions of Equipment and Facilities (Cont'd)

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

(a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or

(b) the reception of signals by Customer provided equipment.

2.1.7 Nonroutine Installation

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

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

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:

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

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

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

(d) in a quantity greater than that which the Company would normally construct;

(e) on an expedited basis;

(f) on a temporary basis until permanent facilities are available;

(g) involving abnormal costs; or

(h) in advance of its normal construction.

Special construction charges will be determined as described in 4.1 following.

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2. REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.9 Ownership of Facilities

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

2.2 Prohibited Uses

2.2.1 Prohibition on Telecommunications Services within an Exchange or Local Calling Area.

The Company is strictly prohibited from facilitating, in whole or in part, any telecommunications services within an exchange or local calling area. Any violation by the customer of the above prohibition will result in immediate termination of the customer's service.

2.2.2 Unlawful Purpose

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

2.2.3 Notification To Company

The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and PSC regulations, policies, orders, and decisions. The customer is responsible for ensuring that its services comply with relevant laws and Commission regulations, orders, and decisions.

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2. REGULATIONS (Cont'd)

2.2 Prohibited Uses (Cont'd)

2.2.4 Transmission Interference

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

2.3 Obligations of the Customer

2.3.1 Responsibilities of the Customer

The Customer shall be responsible for:

(a) the payment of all applicable charges pursuant to this tariff;

(b) 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;

(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 premises of the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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2. REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 Responsibilities of the Customer (Cont'd)

(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 Network 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). Any costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer; and

(e) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.

2.3.2 Claims

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

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

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2. REGULATIONS (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims (Cont'd)

(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 Customer and Company;

(c) 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; and

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

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2. REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels

2.4.1 In General

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

2.4.2 Station Equipment

2.4.2.1 Customer provided terminal equipment on the Customer Premises, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer.

2.4.2.2 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 to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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2. REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

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

2.4.3.2 Network 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.

2.4.4 Inspections

2.4.4.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

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2. REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections (Cont'd)

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

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer. A copy of the Company's Billing Format is attached to the Company's Tariff as Exhibit A.

2.5.1.1 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 Network Services.

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.1 Payment for Service (Cont'd)

2.5.1.2 Term Payment Plan

Customers that sign up for service for a three (3) year term will receive a five percent (5%) discount from the published monthly recurring rates. Customers that sign up for service for a five (5) year term will receive a ten percent (10%) discount from the published monthly recurring rates. Both term options are subject to the termination liability charges set forth in Section 2.5.1.3.

2.5.1.3 A termination liability charge will be applicable for service rate elements provided under a term payment plan, as described in Section 2.5.1.2 of this Tariff, that are disconnected prior to the end of the chosen service period. The termination liability charge is equal to the number of months remaining in the service period multiplied by fifty percent (50%) of the monthly rates for the rate elements disconnected.

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

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

2.5.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, on or about the first day of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice is mailed.

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

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

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

2.5.2.5 If any portion of the payment is not received by the Company on or before the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then the Customer's account shall be delinquent, and a late payment penalty shall be due to the Company. The due date shall be no earlier than thirty (30) days after the Company's invoice is mailed. 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 the lesser of (a) a rate 2 percentage points above the Wall Street Journal prime rate, as published from time to time; or (b) the highest interest rate which may be applied under state law for commercial transactions. Late payment penalty shall not be assessed on unpaid late payment penalties.

2.5.3 Deposits

2.5.3.1 If a Customer cannot demonstrate satisfactory credit by reasonable means appropriate under the circumstances, the Company may require a 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 two twelfths of a Customer's estimated annual billings.

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.3 Deposits (Cont'd)

2.5.3.2 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, but in no case shall the Company retain the deposit of a Customer who has made prompt and satisfactory payments to the Company for a period of twelve consecutive months.

2.5.3.3 Deposits held will accrue interest at a rate of 6% pursuant to KRS 278.460.

2.5.4 Discontinuance of Service

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

2.5.4.2 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.

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.4 Discontinuance of Service (Cont'd)

2.5.4.3 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.

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

2.5.4.5 Upon the Company's discontinuance of service to the Customer under section 2.5.5.1 or 2.5.5.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Cancellation of Application for Service

2.5.5.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.5.5.2 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 (all discounted to present value at six percent).

2.5.5.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

2.5.5.4 The special charges described in 2.5.6.1 will be calculated and applied on a case-by-case basis.

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2. REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly, at the rates for initial installation. However, material changes for services at the DS-3 level or above will be made at no charge, provided that there is no change in volume or term.

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.

2.6.1 Credit for Interruptions

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

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

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2. REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

2.6.1.3 A credit allowance will be given for interruptions of 15 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

Length of Interruption	Interruption Period To Be Credited
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

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

2. REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

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2.6.1 Credit for Interruptions (Cont'd)

2.6.1.3 (Cont'd)

Interruptions Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for any one month period.

2.6.2 Limitations on Allowances

No credit allowance will be made for:

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

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2. REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.2 Limitations on Allowances (Cont'd)

(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; and

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

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2. REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.3 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equalling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

2.7 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2 all costs, fees and expenses reasonably incurred in connection with 1) all Non-Recurring charges reasonably expended by Company to establish service to Customer, plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus 3) all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term.

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2. REGULATIONS (Cont'd)

2.8 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 (c) pursuant to any financing, merger or reorganization of the Company.

2.9 Notices and Communications

2.9.1 Customer's Designation of Address

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

2.9.2 Company's Designation of Address

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

2.9.3 Written Notification

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

2. REGULATIONS (Cont'd)

2.9 Notices and Communications (Cont'd)

2.9.4 Exclusivity of Notice Provisions

The Company or the Customer shall advise the other party of any changes to the addresses

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designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.10 Customer Service Availability

The Company's 24-hour toll-free number for customer assistance with network operations is 1-800-291-7889. Customer service with respect to billing questions and other routine administrative matters is available on weekdays by calling 502-583-6666.

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3. SERVICES

3.1 General

Network Services consist of any of the services offered hereunder, either individually or in combination. Each service is offered independently of all others.

3.2 Transmission Service

3.2.1 Company's Facilities

Transmission Service is offered via the Company's facilities for the transmission of one-way and two-way communications.

3.2.2 Operating Speeds of Digital Channels

Digital channels over the Company's Network are furnished for full-duplex transmission of digital signals at operating speeds as follows:

64 Kbps
56 Kbps
19.2 Kbps
9.6 Kbps
4.8 Kbps
2.4 Kbps
1.544 Mbps (DS-1)
44.736 Mbps (DS-3)

Digital channels operating at speeds other than those listed above may be provided at the Company's option on an Individual Case Basis (ICB). The rates for the operating speeds outlined above are described in Section 4.2.3.

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3. SERVICES (Cont'd)

3.2 Transmission Service

3.2.3 Technical Characteristics of 1.544 mbps Digital Channels

Digital channels furnished by the Company at 1.544 Mbps, interconnections to such channels and equipments interfacing to such channels, shall meet the following technical characteristics:

Line Rate:	1.544 Mbps + 130 ppm
Line Code 1:	Bipolar (Alternate Mark) Inversion
Line Code 2:	Bipolar 8 zero substitution (B8ZS)
Line Impedance:	100 ohms + 5% balanced
Jitter:	The multiplexer will add not more than 0.3 time slot of rms jitter to a DS-1 signal when looped at the DS-3 point.

3.2.4 Technical Characteristics of 44.736 mbps Digital Channels

Digital channels furnished by the Company at 44.736 Mbps, interconnections to such channels and equipment interfacing to such channels, shall meet the following technical characteristics:

Line Rate:	44.736 Mbps + 20 ppm
Line Code:	Bipolar with three-zero substitution (B3ZS)
Line Impedance:	75 ohms ± 5 percent unbalanced

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4. RATES

4.1 Special Construction

4.1.1 Basis for Rates and Charges

Rates and charges for special construction will be based on the costs incurred by the Company and may include (1) non-recurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) combinations thereof.

4.1.2 Basis for Cost Computation

The costs referred to in 4.1.1 may include one or more of the following items to the extent that they are applicable:

(a) cost installed of the facilities to be provided, including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:

(1) equipment and materials provided or used,

(2) engineering, labor and supervision,

(3) transportation, and

(4) rights-of-way;

(b) cost of maintenance;

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4. RATES (Cont'd)

4.1 Special Construction (Cont'd)

4.1.2 Basis for Cost Consumption (Cont'd)

(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.

4.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

4.1.3.1 The termination liability period is the estimated service life of the facilities provided.

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4. RATES (Cont'd)

4.1 Special Construction (Cont'd)

4.1.3 Termination Liability (Cont'd)

4.1.3.2 The amount of the maximum termination liability is equal to the estimated amounts for:

(a) cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed including the cost of:

(1) equipment and materials provided or used,

(2) engineering, labor and supervision,

(3) transportation, and

(4) rights-of-way;

(b) license preparation, processing, and related fees;

(c) tariff preparation, processing, and related fees;

(d) cost of removal and restoration, where appropriate; and

(e) any other identifiable costs related to the specially constructed or rearranged facilities.

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PRIVATE LINE SERVICES

4. RATES (Cont'd)

4.1 Special Construction (Cont'd)

4.1.3 Termination Liability (Cont'd)

4.1.3.3 The applicable termination liability charge is based on the normal method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in section 4.1.3.2 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 4.1.3.2 preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

4.2 Transmission Service

4.2.1 General

Rates are composed of two elements which may apply to a Customer's service, depending upon the specific service requested and its location.

4.2.1.1 The channel termination rate element provides for the termination of the communications path at the Customer designated location. One channel termination charge applies for each Customer designated location at which a channel is terminated.

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4. RATES (Cont'd)

4.2 Transmission Service (Cont'd)

4.2.1 General (Cont'd)

4.2.1.2 The Channel Mileage rate element is determined by the Vertical ("V") and Horizontal ("H") Coordinates method. To determine the mileage between any two locations, V and H coordinates for each location will be determined by reference to National Exchange Carrier Association Tariff, F.C.C. No. 4, using the appropriate serving wire center(s) for the service being provided and the following formula:

FORMULA = $\sqrt{(V1-V2)^2 + (H1-H2)^2/10}$

4.2.2 Voice Grade Service

There are two types of Voice Grade Services. The service is compatible with either 2-wire ground start and loop start equipment or 4-wire E/M signalling equipment. 4-wire supports analog data transmission speeds of up to 19.2 Kbps. The rates for VIDice Grade channels as described in 4.2.2 preceding are as follows:

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PRIVATE LINE SERVICES

4. RATES (Cont'd)

4.2 Transmission Service (Cont'd)

4.2.2 Voice Grade Service (Cont'd)

4.2.2.1 This service consists of making Voice Grade Capacity available on a 24-hour per day, 7 days per week basis.

4.2.2.2 Voice Grade Service Rates: These rates apply to intrastate service provided in the Commonwealth of Kentucky.

	Recurring Per Month
Channel Termination, per point of termination	
- 2-wire voice/analog data	$28.80
- 4-wire voice/analog data	$42.75
- Channel Mileage	
- over 0 mile fixed	$24.30
- per mile	$ 1.62

	Installation & Relocation
Channel Termination, per point of termination	
- 2-wire voice/analog data	$342.85
- subsequent, same location	$107.54
- 4-wire voice/analog data	$283.22
- subsequent, same location	$112.67

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4. RATES (Cont'd)

4.2 Transmission Service (Cont'd)

4.2.3 Digital Data Services

4.2.3.1 Digital Data Rates: These rates apply to intrastate service provided in the Commonwealth of Kentucky.

	Recurring Per Month
Channel Termination, - per point of termination	
2.4 Kbps	$54.00
4.8 Kbps	$54.00
9.6 Kbps	$54.00
19.2 Kbps	$54.00
56 Kbps	$84.60
64 Kbps	$84.60
Channel Mileage - over 0 mile fixed	
2.4 Kbps	$16.65
4.8 Kbps	$16.65
9.6 Kbps	$16.65
19.2 Kbps	$16.65
56 Kbps	$34.53
64 Kbps	$34.53

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4. RATES (Cont'd)

4.2 Transmission Service (Cont'd)

4.2.3 Digital Data Services (Cont'd)

4.2.3.1 Digital Data Rates (Cont'd)

	Recurring Per Month
- Per Mile	
2.4 Kbps	$ 1.58
4.8 Kbps	$ 1.58
9.6 Kbps	$ 1.58
19.2 Kbps	$ 1.58
56 Kbps	$ 3.56
64 Kbps	$ 3.56

	Installation & Relocation
Channel Termination, - per point of termination	
2.4 Kbps	$360.00
4.8 Kbps	$360.00
9.6 Kbps	$360.00
19.2 Kbps	$360.00
56 Kbps	$360.00
64 Kbps	$360.00

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PRIVATE LINE SERVICES

4. RATES (Cont'd)

4.2 Transmission Service (Cont'd)

4.2.3 Digital Data Services (Cont'd)

4.2.3.1 Digital Data Rates (Cont'd)

	Installation & Relocation
- Subsequent, same location	
2.4 Kbps	$144.00
4.8 Kbps	$144.00
9.6 Kbps	$144.00
19.2 Kbps	$144.00
56 Kbps	$144.00
64 Kbps	$144.00

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4. RATES (Cont'd)

4.2 Transmission Service (Cont'd)

4.2.4 DS-l Service

DS-l Service is a digital transmission facility of 1.544 Mbps with a capacity of up to 24 analog or digital channels. This service supports voice, analog data, digital data and video.

4.2.4.1 This service consists of making DS-l capacity available 24-hours per day, 7 days per week.

4.2.4.2 DS-1 Rates: These rates apply to intrastate service provided in the Commonwealth of Kentucky.

	Recurring Per Month
Channel Termination,	
- per point of termination	$126.00
Channel Mileage	
- over 0 mile fixed	$ 81.00
- per mile	$ 21.15

	Installation & Relocation
Channel Termination,	
- per point of termination	$780.27
- Subsequent, same location	$438.15

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4. RATES (Cont'd)

4.2 Transmission Service (Cont'd)

4.2.5 DS-3 Service

DS-3 service is a digital transmission facility of 44.736 Mbps with a capacity of 28 DS-l channels or 672 voice, Analog Data or Digital Data channels.

4.2.5.1 This service consists of making DS-3 capacity available 24-hours per day, 7 days per week.

4.2.5.2 DS-3 Rates

	Recurring Per Month
Channel Termination,	
- per point of termination	ICB
- Subsequent, same location	ICB
Channel Mileage	
- 1 mile	ICB
- each additional	ICB
Optional Features	
- multiplexing, D5-3 to DS-1	ICB

	Installation & Relocation
Channel Termination,	
- per point of termination	ICB
- Subsequent, same location	ICB
Optional Features	
- multiplexing, DS-3 to DS-1	ICB

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4. RATES (Cont'd)

4.2 Transmission Service (Cont'd)

4.2.6 Service Calls

When a Customer reports trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer may be responsible for payment of a charge calculated from the time Company personnel are dispatched to the Customer Premise until the work is completed.

4.2.6.1 Service Call Charge Rates

$0

4.2.7 Individual Case Basis Arrangements

When the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be determined on an Individual Case Basis ("ICB"). Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis.

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PRIVATE LINE SERVICES

EXHIBIT A

Service Area Boundary Map

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