

TCG OHIO

ACCESS AND INTERCONNECTION SERVICES TARIFF

KY P.S.C. No. 1

ORIGINAL SHEET 1

ISSUED: MAY 20, 2010
EFFECTIVE: JUNE 7, 2010
CAROL PAULSEN, DIRECTOR

TITLE PAGE

TARIFF SCHEDULE APPLICABLE TO
ACCESS SERVICES
WITHIN THE STATE OF KENTUCKY

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN
EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE

6/7/2010

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

TCG OHIO

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EXPLANATION OF SYMBOLS

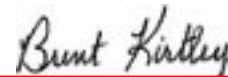
The following symbols shall be used in this tariff for the purposes indicated below.

- (C) To signify changed listing, rule, or condition, which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (L) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rules or conditions.
- (N) To signify new materials including listing, rate, rule or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but not change in rate rule or condition.

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1. DEFINITION OF TERMS

Certain terms used generally throughout this tariff for Communications Service of this Company are defined below.

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

Authorized User: A person, firm or corporation which is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively.

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

Communications Services: The Company's intrastate regulated telecommunications services.

Company, TCG Ohio or TCG: TCG Ohio, the issuer of this tariff.

Connecting Arrangement: The equipment provided by the Company to accomplish the direct electrical connection of Customer-provided facilities with the facilities of the Company or facilities of the company with other facilities of the Company.

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

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

Dual Tone Multi-Frequency or ("DTMF"): The pulse type employed by tone dial station sets.

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

End Office: The term "end office" denotes the switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

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: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

Joint User: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified in the Company's tariff.

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Kbps: Kilobits per second, denotes thousands of bits per second.

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

Loop Start: Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

Mbps: Megabits, denotes millions of bits per second.

Multi-Frequency ("MF"): An inter-machine pulse-type used for signaling between telephone company switches, or between telephone company switches and PBX/key systems.

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

Point of Connection: Also abbreviated "POC." A location designated by the Company for the connection of Customer-provided wiring and terminal equipment to the services offered under the tariffs of the Company.

Port: A connection to the Company's switching network with one or more voice grade or DS-1 level communications channels, each with a unique network address (telephone number), dedicated to the Customer. Each port is equipped with a Terminal Interface.

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.

Primary Distribution Node: A location on the Company's switching network, designated by the Company as an aggregation and interconnection point.

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 the tariffs of the Company, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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1. DEFINITION OF TERMS

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 herein and pursuant to the tariffs of the Company, but the duration of the service is calculated from the Service Commencement Date.

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

Signaling Point: The term "Signaling Point" denotes a switch that is capable of supporting SS7 signaling.

Signaling Point of Interconnection: The term "Signaling Point of Interconnection" denotes the customer designated location, in the same LATA as the Company STP, where SS7 signaling information is exchanged between TCG and the customer.

Signaling Transfer Point: The term "Signaling Transfer Point" denotes a signaling point which routes and/or transfers signaling messages through the common channel signaling network.

Standard Network Interface: The point where Company network services or facilities terminate and the Company's responsibility for installing and maintaining such services or facilities ends.

TCG Ohio Facility: The equipment and support facilities utilized by TCG Ohio to provide communications services pursuant to this tariff.

Terminal Interface: The method of physical connection between a Company-provided service and a Customer's or User's transmission cable, inside wiring, or terminal equipment. Depending upon the service ordered by the Customer, there may be a choice of terminal interfaces. The Customer is responsible for ordering a terminal interface that is compatible with the Customer's or User's terminal equipment. All terminal interfaces will be provided by industry-standard connectors as specified in or authorized by Subpart F of Part 68, Title 47, Code of Federal Regulations.

Transmission: The sending of electrical or optical signals over a line to a destination.

User: Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

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2. GENERAL REGULATIONS

2.1 Undertaking of the Company

2.1.1 General

- A) The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.
- B) Customers and Users may use services and facilities provided under the tariffs of the Company to obtain access to services offered by other companies. The Company is responsible for the services and facilities provided under its tariffs, and for unregulated services provided pursuant to contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.
- C) The Company shall have no responsibility with respect to billings, charges or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional or long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.
- D) Services under this Tariff may be offered and billed under the name of the Teleport Communications Group Operating Company serving the customer's location, or under the name of a subsidiary or affiliate, including but not limited to AT&T Corp. or AT&T Communications. Services may be offered singly or in bundles with services offered by Teleport Communications Group Operating Companies or their affiliates.

2.1.2 Description of Service - TCG Ohio Service consists of any of the services offered pursuant to this tariff, either individually or in combination. Each service is offered independent of the others, unless otherwise noted. Service is offered via the Company's facilities or in combination with transmission facilities provided by other certificated carriers.

2.1.3 Application for Service - Customers desiring to obtain TCG Ohio Service must complete the Company's standard service order form(s).

2.1.4 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, on a non-discriminatory basis.
- B) The furnishing of service under the tariffs of the Company is subject to the availability on a continuing basis of all the necessary facilities and is limited to the reasonable capacity of the Company's facilities as well as facilities may obtain from other carriers to furnish service time as required at the sole discretion of the Co

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2. GENERAL REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.5 Terms and Conditions

- A) 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 the tariffs of the Company, a month is considered to have 30 days.
- B) 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 the tariffs of the Company. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- C) 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. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and the tariffs of the Company 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.
- D) In any action between the parties to enforce any provision of the tariffs of the Company, 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.
- E) The tariffs of the Company shall be interpreted and governed by the laws of the State of Kentucky without regard for its choice of laws provision.

2.1.6 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, 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 omissions, shall be limited to the extension of allowances for interruption as set forth in Section 2.5, following. 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 or User arising out 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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2.1 Undertaking of the Company (Cont'd)

2.1.6 Liability of the Company (Cont'd)

- 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 civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- C) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers or Users facilities or equipment used for or with the services the Company offers.
- D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or User or due to the failure or malfunction of Customer - or User-provided equipment or facilities.
- E) 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 paragraph as a condition precedent to such installations.
- F) The Company is not liable for any defacement of or damage to Customer or User 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.
- G) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the 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, or as required by F

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2. GENERAL REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.6 Liability of the Company (Cont'd)

- H) 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.
- I) The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- J) The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- K) **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 IN ITS TARIFFS.**
- L) The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with TCG Ohio Service.

2.1.7 Notification of Service-Affecting Activities

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

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2. GENERAL REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.8 Provision of Equipment and Facilities

All services along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.

The Company may undertake to 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 undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer, joint user, or authorized user may not, nor may he permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

Equipment the Company provides or installs at the Customer's 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 the equipment.

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, joint user, or authorized user when the service difficulty or trouble report results from the use of equipment or facilities the Customer, joint user, or authorized user provided.

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.

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2. GENERAL REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.8 Provision of Equipment and Facilities (Cont'd)

The Customer, authorized user, or joint user is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such Company 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. Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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

TCG Ohio Service 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 carrier which are applicable to such connections.

2.1.9 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours and/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.

2.1.10 Ownership of Facilities

Title to all facilities provided in accordance with the tariffs of the Company remains with the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in all the fiber optic or other facilities and associated equipment provided by the Company hereunder.

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2. GENERAL REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.11 Optional Rates and Information Provided to the Public.

The Company will promptly advise Customers who may be affected of new, revised or optional rates applicable to their service. Pertinent information regarding the Company's services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's local business address.

2.1.12 Continuity of Service

In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

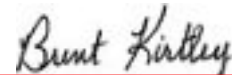
2.1.13 Governmental Authorizations

The provision of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

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2. GENERAL REGULATIONS

2.2 Obligations of the Customer

2.2.1 General

The Customer shall be responsible for:

- A) the payment of all applicable charges pursuant to the tariffs of the Company;
- B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User with these regulations; or by fire or theft or other casualty on the Customer's or any User's 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 the Company facilities and equipment installed on the premises of the Customer or any User; and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D) any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at the Customer's location to the termination point where service is finally delivered to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees 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. lead, asbestos) prior to any construction or installation work.

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2. GENERAL REGULATIONS

2.2 Obligations of the Customer (Cont'd)

2.2.1 General (Cont'd)

- 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 the Company's facilities and equipment in any Customer or User premises or the rights-of-way for which Customer is responsible under Section 2.2.1(D); and granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer or any User 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;
- G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H) making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

2.2.2 Prohibited Uses

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 governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.

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

The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer shall not, without prior written consent of the Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.

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

A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

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2. GENERAL REGULATIONS

2.2 Obligations of the Customer (Cont'd)

2.2.2 Prohibited Uses (Cont'd)

Customer use of any resold service obtained from other service providers shall also be subject to any applicable restrictions imposed by the underlying providers.

A Customer, joint user, or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

2.2.3 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 or User or their 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 or User, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and the Company; or
- C) any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of the applicable Company tariff.

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TARIFF BRANCH

Brent Kirtley

EFFECTIVE

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

ISSUED: MAY 20, 2010
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2. GENERAL REGULATIONS

2.3 Customer Equipment and Channels

2.3.1 General

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

2.3.2 Station Equipment

- A) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.
- B) The Customer is responsible for ensuring that Customer-provided equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- C) Customer provided station equipment may be attached to services provided under the tariffs of the Company subject to Part 68 of the FCC Rules and to any applicable provisions of the tariffs of the Company and is the sole responsibility of the Customer.
- D) The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-provided equipment, or for misdirected calls, disconnects or other service problems caused by the use of Customer-owned equipment.

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2. GENERAL REGULATIONS

2.3 Customer Equipment and Channels (Cont'd)

2.3.3 Interconnection of Facilities

- A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- C) Facilities furnished under the tariffs of the Company may be connected to customer provided terminal equipment in accordance with the provisions of the tariffs of the Company. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

2.3.4 Tests and Adjustments

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

2.3.5 Inspections

- A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the User is complying with the requirements set forth in Section 2.2.1 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.
- 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 the corrective action and notify the Company of the action taken. If the Customer fails to do this, the company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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2. GENERAL REGULATIONS

2.4 Payment Arrangements2.4.1 Payment for Service

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

2.4.2 Billing and Collection of Charges

- A) Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.
- B) 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 invoice is mailed.
- C) Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs, and will be due and payable within 30 days after the invoice is mailed.
- D) 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.
- E) 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 the tariffs of the Company or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- F) With respect to Business Customers only, if any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, net of taxes, not compounded, multiplied by a late factor of 1.5 %.

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2.4 Payment Arrangements (Cont'd)

2.4.3 Advance Payments

To safeguard its interests, the Company may require a Business Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and the first month's estimated recurring charges for the service or facility. 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 and may be required in addition to a deposit.

A customer whose service has been discontinued for non-payment of bills will be required to pay the unpaid balance due carrier and may be required to pay reconnect charges.

2.4.4 Deposits

- A) The Company may, in order to safeguard its interests, require an applicant to make a suitable deposit to be held by the Company as a guarantee of the payment of charges.
- B) For Access and Private Line Service, a deposit will be required under the following conditions:
- 1) Applicant has had no previous Access or Private Line service; or
 - 2) Applicant does not have verifiable credit with any TCG affiliate anywhere within the region in the same of similar business; or
 - 3) Applicant has had previous verifiable Access or Private Line service with any TCG affiliate anywhere within the region but has an outstanding and unpaid bill for Access or Private Line service; or has not established satisfactory credit. Satisfactory credit for an Access or Private Line service customer is defined as twelve consecutive months of service without a suspension of service for nonpayment or with no more than one notification of intent to suspend service for nonpayment.
 - 4) Applicant for nonresidential service will be given credit for previous nonresidential service only if the applicant is same business entity to which such credit was previously accorded.
- C) An initial deposit or an additional deposit will be required of an existing customer when high risk is indicated and existing security is insufficient. Such requirement will be imposed when a payment history includes a suspension of service for nonpayment during the previous twelve month period.

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2.4 Payment Arrangements (Cont'd)

2.4.4 Deposits (Cont'd)

- D) The Company reserves the right to provide for installment payment of the deposit if the circumstances warrant.
- E) Any deposit required of an existing customer is due and payable within ten days after the requirement is imposed. This requirement shall be in writing and the payment date shall be on or after the due and payable date for the current bill. If said deposit or installment thereof, as appropriate, is not paid within the aforementioned time frame, the Company may suspend service of the Customer without further notice. The following are exceptions to this provision:
- 1) In the event service is suspended for a customer for nonpayment, an initial or additional deposit shall be required prior to the restoration of service if existing security is insufficient.
 - 2) In the event prior indebtedness or prior unsatisfactory credit has been determined subsequent to the initial establishment of service due to misrepresentation of the facts by the customer, a deposit shall be due and payable within five days upon verbal notification and written confirmation or within ten days when notification can only be provided in writing. The ten day period shall be measured from the mailed date of the written notice. If said deposit is not paid within the aforementioned time frame, the Company may suspend service to the Customer without further notice.
- F) The amount of the deposit shall be the estimated charges for the Access or Private Line service which will accrue for a 2-month period. All applicants and existing customers shall be treated uniformly for the determination and application of deposits.
- G) When it is determined that a deposit is required under the conditions specified above, the applicant or customer may, in lieu of or in addition to making the deposit, arrange for an acceptable third party to guarantee payment of his charges by executing on his behalf a Guarantee of Payment Agreement with the Company. An acceptable third party guarantor for Access or Private Line service is a current non residential customer with at least two years continuous service, whose payment history for the most recent twelve month period is satisfactory.
- H) The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to advance payments, or the prompt payment of bills on presentation.

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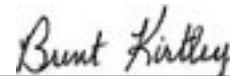
2.4 Payment Arrangements (Cont'd)2.4.4 Deposits (Cont'd)

- I) The deposit will bear simple interest computed from the date of its receipt by the Company to the date the deposit is refunded, or service is terminated, or annually upon request of the Customer. In the event that a deposit is retained during time periods having different rates of interest, the interest accrued on the deposit will be calculated using the interest rate applicable to each time period.
- J) The rates of interest paid will be established annually by the Kentucky P.S.C, or by the State of Kentucky.
- K) When the Customer is a candidate for political office or is a person or organization acting on behalf of a candidate for political office the deposit requirement will be adjusted monthly to reflect twice the current month=s actual billing. Under these circumstances, a security, i.e., surety bond or bank letter of credit equal to the Company's deposit requirement will be the only acceptable substitutes for a cash deposit.
- L) When service is terminated, the amount of the initial or additional deposit, with any interest due, will be credited to the Customer=s account and any credit balance which may remain will be refunded. After an existing customer has established satisfactory credit, the amount of the deposit, with any interest due, will be either credited to the account or at the option of the Customer, refunded. Satisfactory credit for an Access or Private Line Customer is defined as twelve consecutive months of Access or Private Line service without suspension for nonpayment and with no more than one notification of intent to suspend service for nonpayment.

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2.4 Payment Arrangements (Cont'd)2.4.5 Discontinuance of Service

- A) 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.
- 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, if a condition immediately dangerous or hazardous to life, physical safety or property exists, 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 the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately require a deposit without incurring any liability.
- E) 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.
- F) Upon the Company's discontinuance of service to the Customer under paragraphs A or 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 the tariffs of the Company, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at 6%).

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2.4 Payment Arrangements (Cont'd)

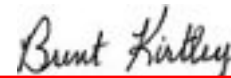
2.4.6 Cancellation of Application for Service

- A) Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the 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.
- B) 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).
- C) 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.
- D) The special charges described in paragraphs A through C, above, will be calculated and applied on a case-by-case basis.

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2. GENERAL REGULATIONS

2.4 Payment Arrangements (Cont'd)

2.4.7 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.

2.4.8 Taxes

The Customer is responsible for the payment of Federal excise taxes, state and local sales and use taxes and all taxes, fees, and other exactions imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on corporations. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the tariffed rates.

2.4.9 Disputed Bills

1. In the event of a billing dispute, the Customer may dispute a bill only by written notice delivered to the Company within 2 months after the invoice date and must include sufficient documentation consistent with the requirements as specified in this section. The billing dispute date is the date the Customer presents sufficient documentation to the Company to support its claim for incorrect billing. Unless such notice and documentation are received in the timely fashion indicated above, the bill statement shall be deemed to be correct and payable in full by Customer. Any Customer who has a dispute shall be advised by the Company that the Customer may file a formal or informal complaint with the Commission.
2. In the event that the Customer disputes all or part of the billed amount and if the Company sustains the disputed charges after investigating the dispute, the applicable Late Payment Charge will apply to any unpaid charges and shall be deemed correct and binding on the Customer. If, alternatively, the Company credits the charges after investigating the dispute, the Late Payment Charge will not apply.

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2.4 Payment Arrangements (Cont'd)2.4.9 Disputed Bills (Cont'd)

3. In the event that the Customer disputes all or part of the billed amounts, and the Customer pays the total billed amount and the dispute is resolved in favor of the Customer, the Company will refund any overpayment. When a claim is filed within ninety (90) days of the due date, the penalty interest period shall begin on the payment date. When a claim is filed more than ninety (90) days after the due date, the penalty interest period shall begin on the date of the claim or the date of overpayment, whichever is later. The penalty interest period shall end on the date that the Company actually renders the overpayment to the Customer. The penalty interest rate shall be the rate set forth in 2.4.2.F, preceding.
4. Sufficient written documentation consists of the following information, where such information is relevant to the dispute:
 - a. Dedicated Access
 - A clear explanation of the basis of the dispute, including what the Customer believes is incorrect (e.g., nonrecurring charge; mileage; circuit identification) and the reason why the Customer believes the bill is incorrect (e.g., monthly rate billed not same as in tariff; facility not ordered; service not received)
 - The account number under which the bill was rendered
 - The date of the bill
 - The invoice number
 - The circuit number, line number, trunk group number, Two-Six Code (TSC), end office or tandem identification, or other appropriate facility identification
 - The exact dollar amount in dispute
 - The universal service order code(s) (USOCs) associated with the service
 - The Purchase Order Number(s) and dates involved for disputes involving order activity
 - Details sufficient to identify the specific amount(s) and item(s) in dispute
 - The name of the person responsible for the Customer's dispute
 - Additional data as the Company reasonably requests from the Customer to resolve the dispute. The request for such additional information shall not affect the Customer's dispute date as set forth, preceding.

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2.4 Payment Arrangements (Cont'd)2.4.9 Disputed Bills (Cont'd)

b. Switched Access

- A clear explanation of the basis of the dispute, including what the Customer believes is incorrect (e.g., nonrecurring charge; mileage; circuit identification) and the reason why the Customer believes the bill is incorrect (e.g., monthly rate billed not same as in tariff; facility not ordered; service not received)
- The account number under which the bill was rendered
- The date of the bill
- The invoice number
- The exact dollar amount in dispute
- Call Detail Records (CDRs)
- The universal service order code(s) (USOCs) and/or rate element associated with the service
- Details sufficient to identify the specific amount(s) and item(s) in dispute
- The name of the person responsible for the Customer's dispute
- Additional data as the Company reasonably requests from the Customer to resolve the dispute. The request for such additional information shall not affect the Customer's dispute date as set forth, preceding.

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2. GENERAL REGULATIONS

2.4 Payment Arrangements (Cont'd)2.4.10 Reciprocal Pricing

Notwithstanding any other provision of this tariff, with respect to any Customer that, on its own or through an Affiliate, provides services comparable to the services provided under this tariff to the Company within Kentucky, during any billing period, in the event that any of the applicable rates and charges set forth in the Price List are lower than comparable rates and charges in effect as of the last day prior to such billing period ("Customer Prices") offered or charged by the Customer or such Affiliate to the Company anywhere within (the above mentioned State) for services comparable to the services provided under this tariff, then, for such Customer, such rates and charges in the Price List may be increased by the Company to an amount equal to such Customer Prices.

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2.5 Allowances for Interruptions in Service

2.5.1 General

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer or of an authorized or joint user, or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects.

A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under its tariffs. 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.

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

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

2.5.2 Interruptions of 8 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 1 hour	1/24 Day
1 hours up to but not including 2 hours	2/24 Day
2 hours up to but not including 3 hours	3/24 Day
3 hours up to but not including 4 hours	4/24 Day
4 hours up to but not including 5 hours	5/24 Day
5 hours up to but not including 6 hours	6/24 Day
6 hours up to but not including 7 hours	7/24 Day
7 hours up to but not including 8 hours	8/24 Day
8 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.

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2.5 Allowances for Interruptions in Service (Cont'd)

2.5.3 Interruptions Over 24 Hours

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

2.5.4 No credit allowance:

- A) interruptions due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer, User, or other common carrier providing service connected to the service of the Company;
- B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C) interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the Customer, authorized user, joint user, or other common carrier providing service connected to the services or facilities of the Company;
- 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; and
- H) interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

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2.6 Use of Customer's Service by Others

2.6.1 Resale and Sharing

Any service provided under the Company tariffs may be resold to or shared with other persons at the option of Customer, except as provided in Section 2.6.3, following. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to the tariffs of the Company, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use. Business rates apply to all service that is resold or shared.

2.6.2 Joint Use Arrangements

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


2.6.3 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 and any appropriate authorizations, if necessary, 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.

**KENTUCKY
PUBLIC SERVICE COMMISSION**

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EXECUTIVE DIRECTOR**

TARIFF BRANCH



EFFECTIVE

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ISSUED: MAY 20, 2010
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2. GENERAL REGULATIONS

2.7 Cancellation of Service

2.7.1 If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a major service interruption (as defined in Section 2.5.3, preceding), Customer agrees to pay to the Company the following sums, within 21 days of the effective date of the cancellation or termination and be payable under the terms set forth in Section 2.4, preceding: all costs, fees and expenses reasonably incurred in connection with:

- A) All Non-Recurring charges as specified in the Company's tariffs, plus
- B) Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus
- C) All Recurring Charges specified in the applicable Company tariff for the balance of the then current term.

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE 6/7/2010 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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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 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 the tariffs of the Company 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.
- 2.8.4 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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2. GENERAL REGULATIONS

2.9 Application of Rates2.9.1 Rates Based Upon Distance

Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in Bellcore's Local Exchange Routing Guide, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated access line), the Company will apply the Rate Center of the Customer's main billing telephone number, or that of the rate center closest to the location at which the customer receives service from the Company.

The airline distance between any two Rate Centers is determined as follows:

- 1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.
- 2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two AH@ coordinates.
- 3) Square each difference obtained in step (B) above.
- 4) Add the square of the "V" difference and the square of the AH@ difference obtained in step (C) above.
- 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- 6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

7) Formula =
$$\sqrt{\frac{(V1-V2)^2 + (H1-H2)^2}{10}}$$

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2. GENERAL REGULATIONS

2.10 Special Construction and Special Arrangements

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

- A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- D) in a quantity greater than that which the Company would normally construct;
- E) on an expedited basis;
- F) on a temporary basis until permanent facilities are available;
- G) involving abnormal costs; or
- H) in advance of its normal construction.

2.10.2 Basis for Charges

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

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2. GENERAL REGULATIONS

2.10 Special Construction and Special Arrangements (Cont'd)

2.10.3 Basis for Cost Computation

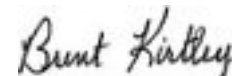
The costs referred to in Section 2.10.2 preceding may include one or more of the following items to the extent they are applicable:

- A) installed costs of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installed costs include the cost of:
- 1) equipment and materials provided or used,
 - 2) engineering, labor and supervision,
 - 3) transportation,
 - 4) rights of way, and
 - 5) any other item chargeable to the capital account;
- B) annual charges including the following:
- 1) cost of maintenance;
 - 2) depreciation on the estimated installed cost of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
 - 3) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
 - 4) any other identifiable costs related to the facilities provided; and
 - 5) an amount for return and contingencies.

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2. GENERAL REGULATIONS

2.10 Special Construction and Special Arrangements (Cont'd)

2.10.4 Termination Liability

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

- A) The maximum termination liability is equal to the total cost of the special facility as determined under Section 2.10.3, preceding, adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided.
- B) The maximum termination liability as determined in paragraph (1) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six (6) percent, plus applicable taxes.

2.10.5 Term

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

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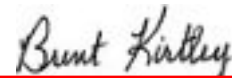
2.11 Temporary Promotional Programs

- 2.11.1 The Company may establish temporary promotional programs to introduce present or potential customers to a service not previously received by customers. During specific promotional periods, an offer may be made to reduce non-recurring charges on a non-discriminatory basis, up to the full amount, for optional products and services. Written notice of such offerings will be provided to the staff of the Commission prior to the date upon which the offer is to commence.

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3. DEDICATED ACCESS SERVICES

Effective July 18, 2008, all services residing in this section will no longer be available under this tariff. Customers may maintain their existing Service arrangements until their current contract term expires. At the end of the Customer's current contract term, Customers may continue to maintain their existing Service arrangements on a month-to-month basis until terminated by either party. After July 18, 2008, no new term plan renewals will be permitted, and no moves, adds or changes (including reconfigurations) to an existing Service arrangement will be permitted for Customers whose Service arrangements are on a month-to-month basis.

Dedicated Access Services consist of the services offered pursuant to this section, either individually or in combination. Each service is offered independently of the others. Service is offered via the Company's facilities for the transmission of one-way and two-way communications, unless otherwise noted.

3.1 Services Offered

The following dedicated access services are offered in this tariff:

DS1 Service (1.5 Mbps)

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

3.2 Type I and Type II Services

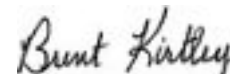
DS1 Service may be provided as either Type I or Type II Services, depending upon the availability of facilities. Type I Service rates apply when both endpoints of the channel are served by the Company's network. Type II Service rates apply when one endpoint of the transmission channel is served by a another local exchange carrier's network (Type II Services are provided via a combination of the Company's facilities and another local exchange carrier facilities).

DS1 channels where both endpoints are served by another local exchange carrier's network will be provided at the sole discretion of the Company, on an Individual Case Basis (ICB), applied in a non-discriminatory manner.

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3. DEDICATED ACCESS SERVICES

3.3 DS1 Service (1.544 Mbps)

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

Line Rate: 1.544 Mbps \pm 130 ppm

Line Code: AMI: bipolar with at least 12.5% average ones density and no more than 15 consecutive zeros;
 -- or --
 B8ZS: no minimum density of ones and no consecutive zeros limit.

Test Load: 100 ohms resistance.

Pulse Shape: The pulse amplitude shall be between 2.4 and 3.6 volts.

Power Levels: For an all-ones transmitted pattern, the power in a 2 KHz band about 772 KHz shall be 12.4-18.0 dBm and the power in a 2 KHz band about 1544 KHz shall be at least 29 dB below that in a 2 KHz band about 771 KHz.

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

NOTES:

1. The CCITT specification is \pm 50 ppm.
2. Recommended for new equipment: The power in a 2 KHz band about 772 KHz shall be 12.6-17.9 dBm. CCITT requirements: The power in a 3 KHz band about 772 KHz is 12.0-19.0 dBm.
3. CCITT requirements: The power in a 3 KHz band about 1544 KHz shall be at least 25 dB below that in a 3 KHz band about 772 KHz.

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3. DEDICATED ACCESS SERVICES

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

Digital channels at 1.544 Mbps will be provided in one of the following configurations, as specified by the customer:

Unframed DS1: A DS1 signal that does not follow standard framing formats of 192 bits for data and a 193 Rd bit for framing. An unframed DS1 cannot be synchronized to the network and is not performance monitored.

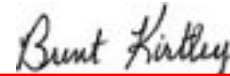
D4/SF DS1: A framed DS1 consisting of 12 frames (2316 bits) of 192 bits preceded by one framing bit (F bit). This service can be coded as AMI or B8ZS.

ESF DS1: Extends superframe structure from 12 to 24 frames (4632 bits) and redefines the 8 kbps pattern into 2 kbps for mainframe and robbed-bit signaling synchronization, 2 kbps for CRC-6 and 4 kbps for terminal-to-terminal data link. This service can be coded as AMI or B8ZS.

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3. DEDICATED ACCESS SERVICES

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3.4 Rates for Dedicated Access Services

3.4.1 General

Non-recurring and monthly recurring rates apply for each Digital Transmission Service furnished by the Company. Monthly recurring rates vary according to the time period for which the customer commits to take the service. Unless otherwise noted, three standard rate elements are used in calculating the monthly recurring rate for each service:

Local Distribution Channel (LDC): This rate element applies to each end-point of a digital channel provided to a customer.

Interoffice Channel Mileage-Fixed: This rate element applies per digital channel whenever there is mileage associated with the channel; a digital channel has mileage associated with it when the endpoints of the channel are located in geographic areas normally served out of separate incumbent local exchange carrier ("ILEC") end offices. This rate element applies per circuit endpoint.

Interoffice Channel Mileage-Per Mile: This rate element applies whenever there is mileage associated with the digital channel. The unit rate is multiplied by the number of miles (Interoffice Mileage) between the two ILEC end offices serving the geographic areas in which the endpoints of the channel are located. Interoffice Mileage is determined according to the V&H coordinates method set forth in Section 2.9.1.

See Price List for rates.

3.5 Non-Standard Offerings

3.5.1 Individual Case Basis (ICB) Arrangements

For special situations, rates for Dedicated Access Services will be determined on an Individual Case Basis (ICB) and specified by contract between the Company and the Customer, pursuant to the approval of the Commission.

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4. SWITCHED ACCESS ("FEATURE GROUP D") SERVICE

4.1 General

Call Completion Service provides for the capability of originating and terminating intrastate long distance calls to and from an end users premises to a customers facilities via TCG's switch. Transport between TCG's switch and the customer's premises are provided via Switched Transport Services as specified in Section 4.5.2 following. Call Completion Service is also referred to as Feature Group D (AFGD@) Service.

4.2 Call Completion Service Arrangement

Call Completion Service is provided as a trunkside connection, Feature Group D (FGD) Type, to TCG=s switches with an associated 10XXX access code for the customer=s use in originating and terminating communications.

4.3 Manner of Provisioning

Call Completion Service is provisioned as FGD at the DS1 level using D3/D4 format on a per trunk basis and is differentiated by type and directionality of transmission. Originating traffic type represents capacity for carrying traffic from the end user to the customer; Terminating traffic represents capacity for carrying traffic from the customer to the end user. All traffic must be associated with customer-provided Carrier Identification Code (CIC).

An out of band signaling connection (Common Channel Signaling Access Services Port) is required in conjunction with Call Completion Service equipped with out of band signaling. Out of band signaling allows the customer to pass call set-up information over a path which is separate from the message path utilizing Signaling System 7 (SS7) protocol. This connection is provided at the DS0 level and provides the interconnection between TCG's Signal Transfer Point (STP) and the customer's Signaling Point of Interconnection (SPOI).

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4. SWITCHED ACCESS ("FEATURE GROUP D") SERVICE

4.4 Provisioning and Description of Call Completion Service

Call Completion Service is provided as trunk side switching and may be provided with wink start or start-pulsing signals and answer and disconnect supervisory signaling, or without signaling when out of band signaling is specified.

Call Completion Service switching is provided with multifrequency address or out of band signaling. Up to 12 digits of the called party number dialed by the customer's end user using dual tone multifrequency or dial pulse address signals will be provided by TCG to the customer's premises where Call Completion Service terminates. Such address signals are subject to the ordinary transmission capabilities of the Digital transmission Service provided.

The access code for FGD switching is a uniform access code of the form 10XXX. A single access code will be the assigned number of all FGD access provided to the customer by TCG. No access code is required for calls to a customer over FGD facilities if the end user's service is arranged for presubscription.

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 America Numbering Plan (NANP), except for 00- dialed calls which are routed to 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 XXXX, NPA + NXX-XXXX, 0 or 1 + NPA + NXX-XXXX, and where the TCG switch 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 emergency reporting services, or the end-of-dialing digit (#) for cut-through access to the customer's premises.

Optional features available with FGD are:

- A) Automatic Number Identification (ANI) This option provides the automatic transmission of a ten digit number and information digits to the customer's premises for originating calls to identify the calling station. The ANI feature is an end office software function which is associated on a call-by-call basis with all individual transmission paths in a trunk group. When out of band signaling is specified, the customer may obtain an ANI equivalent by ordering the Charge Number optional feature as specified in (D) following. The ten-digit ANI telephone number will be transmitted on all calls except those identified as multiparty line or ANI failure, in which case only the NPA will be transmitted (in addition to the information digit following).

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4. SWITCHED ACCESS ("FEATURE GROUP D") SERVICE

4.4 Provisioning and Description of Call Completion Service (Cont'd)

A) (Cont'd)

The information digits identify: (1) telephone number is the station billing number - no special treatment required, (2) multiparty line- telephone number is a multiparty line and can not be identified - number must be obtained via an operator or in some other manner, (3) ANI failure has occurred in the end office switch which prevents identification of calling telephone number - number must be obtained via an operator or in some other manner, (4) hotel/motel originated call which requires room number identification, (5) coinless station, hospital, inmate, etc. call which requires special screening or handling by the customer, and (6) call is an Automatic Identified Outward Dialed (AIOD) call from customer premises equipment. The ANI telephone number is the listed telephone number of the customer and is not the telephone number of the calling party.

- B) Calling Party Number (CPN). This option provides for the automatic transmission of the calling party's ten digit telephone number to the customer's premises for originating calls. The ten-digit telephone number consist of the NPA plus the seven-digit telephone number, which may or may not be the same as the calling station's charge number. The protocol for CPN is contained in Technical reference TR-TSV-000905. This feature is only available when out of band signaling is specified.

TCG will transmit a "privacy indicator" as part of the CPN information in those jurisdictions where end users may elect that their CPN information may not be passed to the called party, and where the end user has taken the necessary actions to ensure that their CPN is so blocked.

- C) Charge Number (CN) This option provides for the automatic transmission of the ten-digit billing number of the calling station number and originating line information. The protocol for CN is contained in Technical reference TR-TSV-000905. This feature is only available when out of band signaling is specified.
- D) Carrier Selection Parameter (CSP) This option provides for the automatic transmission of a signaling indicator which signifies to the customer whether the call being processed originated from a presubscribed end user of that customer. The protocol for CSP is contained in Technical reference TR-TSV-000905. This feature is only available when out of band signaling is specified.

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4. SWITCHED ACCESS ("FEATURE GROUP D") SERVICE

4.4 Provisioning and Description of Call Completion Service (Cont'd)

- E) 800 Data Base Access Service. 800 Data Base Access Service is an originating only trunk side service. When an 800+NXX+XXXX call is originated by an end user, TCG will perform customer identification based on screening of the full ten-digits of the 800 number to determine the location to which the call is to be routed.

800 Data Base Access Service calls will be delivered to the customer directly from a TCG end office only when the end office is equipped with 800 Data Base query functionality, i.e., the ability to query the 800 Data Base to perform ten-digit customer identification. When the end office does not have 800 data Base query functionality, 800 calls will be blocked.

Call Completion rates and charges apply to 800 data Base Access services calls originated from TCG end offices. In addition to Call Completion usage charges, a basic query charge as specified in 4.5.2(G) following applies to each 800 Data Base Access service call delivered to the customer. A basic query charge consists of customer identification {i.e., Carrier Identification Number (CIC), delivery of the ten-digit number, ANI, and the allowable area of service, designated by the customer, from which 800 calls can be received.

- F) Common Channel Signaling Access Service (CCSAS). This option allows the customer to exchange signaling information for FGD call set up over a communications path which is separate from the message path. This service includes a dedicated 56 Kbps out of band signaling connection between the customers' SPOI and the Company's STP. CCSAS is provisioned for two-way transmission of out of band signaling information.

Each CCSAS Signaling Connection provides for two-way digital transmission at a speed of 56 Kbps. The connection to the STP pair can be made from either the customer's signaling Point (SP) which requires a minimum of two 56 Kbps circuits or from the customer's STP pair which requires a minimum of four 56 Kbps circuits. STP locations are set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4. CCSAS Signaling Connection rates and charges are specified in the Price List.

- G) Operator Transfer Service. This option allows end user Customers who dial 0- to be transferred to the customer's Operator service by TCG operators.

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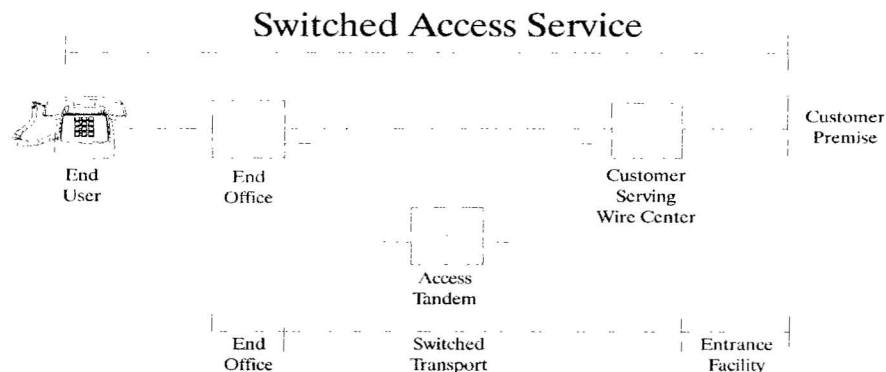
4. SWITCHED ACCESS ("FEATURE GROUP D") SERVICE

4.5 Call Completion Rate Application

Non-recurring and usage rates apply for each Call Completion Service furnished by the Company. Non-recurring charges are the one time charges that apply for a specific work activity, (e.g., new installations or changes to existing installations). Usage rates apply only when a specific rate element is used. They apply on a per Call Completion Service access minute and are accumulated over a monthly period.

4.5.1 Rate Categories

The following diagram depicts a generic view of the components of Call completion Service and the manner in which the components are combined to provide a complete service.



4.5.2 Switched Transport

Switched transport provides the transmission facilities between the customer premises or collocated interconnection location and the Company's end-office switch(es) where the customer's traffic is switched to originate or terminate customer's communications.

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4. SWITCHED ACCESS ("FEATURE GROUP D") SERVICE

4.5 Call Completion Rate Application (Cont'd)

4.5.2 Switched Transport (Cont'd)

A) Entrance Facility Rate Category

An Entrance Facility provides the communications path between a customer's premises and the Company serving wire center (SWC) of that premises for the sole use of the customer. The Entrance Facility is provided as DSL service. An Entrance Facility is required whether the customer's premises and the serving wire center are located in the same or different buildings.

B) Direct Trunk Transport Rate Category

Direct Trunk Transport provides the transmission path from the serving wire center of the customer's premises to an end office or as an option from the serving wire center to a tandem office. This transmission path is dedicated to the use of a single customer. The Direct Trunked Transport rate category is comprised of a monthly fixed rate and a monthly per mile rate based on the facility provided, i.e., DSL. The fixed rate provides the circuit equipment at the ends of the transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The Direct trunked Transport rate is the sum of the fixed and per mile rates. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the serving wire center of the customer's premises and the end office or directly to the access tandem using the V&H coordinates method.

C) Tandem Switched Transport Rate Category

Tandem Trunk Transport provides the transmission path from the SWC of the customer's premises to an end office utilizing tandem switching functions. Tandem Switched Transport consist of circuits dedicated to the use of a single customer from the customer's premises to the access tandem and circuits used in common by multiple customers from the access tandem to an end office. For Tandem Switched Transport the Company will determine the type of facilities from the SWC of the customer's premises to the end office based on the customer's order for service based on a busy hour minutes of capacity basis or on a per trunk basis.

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4. SWITCHED ACCESS ("FEATURE GROUP D") SERVICE

4.5 Call Completion Rate Application (Cont'd)

4.5.2 Switched Transport (Cont'd)

C) (Cont'd)

The Tandem Switched Transport rate category is comprised of a Tandem Transport fixed MOU rate, Tandem Transport Per Mile/Per MOU rate, and a Tandem Switching MOU rate. The fixed rate provides the circuit equipment at the end of the interoffice transmission links. The per mile rate provides the transmission facilities, including intermediate transmission circuit equipment, between the end points of the interoffice circuits. For purposes of determining the per mile rate, mileage shall be measured as airline mileage between the SWC of the customer's premises and the end office using the V&H coordinates method. The Tandem Switching rate provides for the tandem switching facilities. The Tandem Switched Transport rate is the sum of the fixed rate, the per mile rate, and the Tandem Switching MOU rate.

In addition, the customer has the option to purchase direct trunks to the access tandem as specified above. If the customer chooses this option, the per mile/per MOU rate shall be measured between the tandem office and the end office (common traffic) using the V&H coordinates method for all of the customer's usage at that specific tandem. The fixed per MOU rate and the Tandem Switching rates will also apply.

D) Common Channel Signaling Access

Common channel Signaling Access (CCSA) is comprised of a STP Port Termination rate and a STP Link Transport rate.

The STP Port termination rate provides for the point of termination to the signal switching capability of the STP.

The STP Link Transport rate provides for the transmission facilities between the SWC of the customer designated premises and the Company STP. STP Link Transport may be provided by an Interconnector that has a collocated interconnection node in a wire center or other location where one of the Company's STP's is located.

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4. SWITCHED ACCESS ("FEATURE GROUP D") SERVICE

4.5 Call Completion Rate Application (Cont'd)

4.5.2 Switched Transport (Cont'd)

E) Interface Groups

Interface Groups are provided for terminating the Switched Transport at the customer's premises. Each Interface Group provides a specified interface at the customer's facilities, (e.g., DS1). Where transmission facilities permit, the individual transmission path between the customer's premises and the first point of switching may at the option of the customer be provided with optional features.

Interface Group 6 provides DS1 level digital transmission at the point of termination at the customer's premises. The interface is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths. The interface is provided with individual transmission path bit stream supervisory signaling.

F) Nonchargeable Optional Features

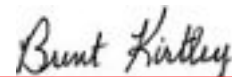
1) Out of Band Signaling

- (a) This option allows the customer to exchange signaling for FGD call set-up over a communications path which is separate from the message path. This option is provided with SS7 protocol and requires the establishment of a Common Channel signaling Access Service between the customer's SPOI and the Company's STP.
- (b) Out of band signaling is provided in both the originating and terminating direction. Each signaling connection is provisioned for two-way transmission of out of band signaling information.

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4. SWITCHED ACCESS ("FEATURE GROUP D") SERVICE

4.5 Call Completion Rate Application (Cont'd)4.5.2 Switched Transport (Cont'd)G) Chargeable Optional Features1) 800 Data base Access Service(a) 800 Data Base Query Charge

The basic query charge is assessed the customer based on the query of the 800+NXX+XXXX number dialed and/or delivered to the customer in conjunction with 800 Data Base Access Service. 800+NXX+XXXX calls delivered to the customer are based on information derived via queries to the 800 Data Base.

4.5.3 End Office

The End Office rate category provides for the local end office switching and end user termination functions necessary to complete the transmission of Call Completion Services to and from the end users served by the Company's end offices. The End Office rate category consists of the Call Completion rate element.

A) Call Completion Rate Category

The Call Completion rate element provides for the use of end office switching equipment, terminations for the end user lines terminating in the local end office, and for the termination of calls at a Company Intercept operator or recording.

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4. SWITCHED ACCESS ("FEATURE GROUP D") SERVICE

4.5 Call Completion Rate Application (Cont'd)4.5.3 End Office (Cont'd)

- B) Nonchargeable Optional Features - The following features are provided at no cost to the customer when Call Completion Service is provided by the Company.
- 1) Automatic Number Identification (ANI)
(Described in 4.4(A) preceding)
 - 2) Calling Party Number (CPN)
(Described in 4.4(B) preceding)
 - 3) Charge Number (CN)
(Described in 4.4(C) preceding)
 - 4) Carrier Selection Parameter (CSP)
(Described in 4.4(D) preceding)
 - 5) Common Channel Signaling Access Service (CCSAS)
(Described in 4.4(F) preceding)
- C) Chargeable Optional Features
- 1) 800 Data Base Access Service
(Described in 4.4(E) preceding)
 - 2) Operator Transfer Service
(Described in 4.4(G) preceding)

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4. SWITCHED ACCESS ("FEATURE GROUP D") SERVICE

4.5 Call Completion Rate Application (Cont'd)

4.5.4 Feature Group D Usage Measurement

For originating calls over FGD with multifrequency address signaling, usage measurement begins when the originating entry switch receives the first wink supervisory signal forwarded from the customer's point of termination. For originating calls over FGD with out of band signaling, usage measurement begins when the last point of switching sends the initial address message to the customer.

The measurement of originating call usage over FGD ends when the originating entry switch receives disconnect supervision from either the end user's end office, indicating the originating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch.

For terminating calls over FGD, the measurement of access minutes begins when the entry switch receives answer supervision from the terminating end user's end office indicating the terminating end user has answered.

The measurement of terminating call usage over FGD ends when the FGD entry switch receives disconnect supervision from either the terminating end user's end office, indicating the terminating end user has disconnected, or the customer's point of termination, whichever is recognized first by the entry switch. For 800 Data Base Access usage measurement begins when the originating end office switch receives the first wink supervisory signal forwarded from the customer's point of termination. 800 Data Base Access usage measurement ends when the originating end office receives on-hook disconnect supervision from either the originating end user's end office, indicating the originating end user has disconnected, or the customer's point of termination, whichever is recognized first by the end office.


4.6 Call Completion Rates

See Price List for current rates.

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5. MISCELLANEOUS SERVICES

5.1 Dialing Parity/1+IntraLata

This section sets forth the Company's proposal for providing intraLATA toll dialing parity within the state of Kentucky for Customers subscribing to the Company's Network Access Service.

The Company will provide full 2-PIC (intra-LATA toll and interLATA) dialing parity, allowing the Company's Network Access Service Customers to presubscribed to one carrier for all interLATA calls and to the same or another carrier for all intraLATA toll calls. One interLATA IXC and one intraLATA IXC may be selected for each trunk. The Company will convert all its central offices on a statewide basis.

The Company will provide full 2-PIC dialing parity in each LATA in which the Company offers the Company's Network Access Service.

The Company will inform new Network Access Service Customers of the dialing parity feature available to them and, upon request, will provide Customers a randomly ordered list of carriers available to them in their geographic area.

The Company will utilize competitively neutral business office practices when an existing Network Access Service subscriber contacts the Company to request information on dialing parity or to change to an alternate intraLATA toll and/or interLATA provider. Upon request, the Company will provide Customers a randomly ordered list of carriers available to them in their geographic area. Existing subscribers who do not inform the Company of a change in carriers will remain with their pre-existing intraLATA toll and interLATA carrier. Unless an existing subscriber requests a change to their presubscribed interexchange carrier ("PIC") or to their presubscribed toll carrier ("PTC"), any intraLATA toll traffic will continue to be carried over the Company's network.

The Company will accept Customer-initiated or carrier-initiated requests for alternate intraLATA toll carriers on the date of implementation. If all necessary access facilities already exist, the PTC selection will be processed within three business days. Should the installation of new access facilities (e.g., from the Company switch to the IXC or from the Customer premises to the Company switch) be required, the PTC selection will be completed within three business days of the new facilities being fully provisioned and operational. The new facilities will be provisioned within standard provisioning intervals.

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5. MISCELLANEOUS SERVICES

5.1 Dialing Parity/1+IntraLata (Cont'd)

At this time, the Company will not impose charges on its customers for presubscribing to an alternate carrier or for changing their PTC selection.

Any Interexchange carrier that wishes to be listed as a provider of intraLATA toll service at the time of dialing parity implementation shall notify the Company no later than 30 days prior to dialing parity availability. Interexchange carriers that wish to offer intraLATA toll service to Company subscribers must establish direct interconnection of its network with the Company network. Other Access Service Request ("ASR") requirements are available from the Company Carrier Service Center. The Company will implement ASRs that require the installation of new access facilities in accordance with standard provisioning intervals.

The Company will provide notice to its Network Access Service subscribers of the forthcoming availability toll dialing parity by means of a one-time mailing. This mailing will be sent no later than 15 days following implementation of dialing parity, provided that at least one ASR has been received from an alternate carrier.

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3.4 Rates for Dedicated Access ServicesDS1 Service (1.544 Mbps)Type I DS1 Rate Schedule1) Territory 1

<u>Rates</u>		<u>1 Yr</u>	<u>3 Yr</u>	<u>5 Yr</u>
Local Distribution Channel (Per Channel)	(Zone 1)	\$143	\$121	\$118
	(Zone 3)	\$153	\$121	\$118
Interoffice Channel Mileage (Fixed)	(Zone 1)	\$86	\$76	\$72
Interoffice Channel Mileage (Per Mile)	(Zone 1)	\$22	\$14	\$11
	(Zone 2)	\$23	\$15	\$13
	(Zone 3)	\$24	\$16	\$14
Installation Rate:				
Per First Local Distribution Channel (w/ 0 Miles)		\$824	\$824	\$824
Per Additional Local Distribution Channel (w/ 0 Miles)*		\$462	\$462	\$462
Per First Local Distribution Channel (w/ 1+ Miles)		\$713	\$713	\$713
Per Additional Local Distribution Channel (w/ 1+ Miles)*		\$285	\$285	\$285

* Additional Local Distribution Channel installation rate will apply only when a customer orders two or more circuits between the same locations at the same time.

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3.4 Rates for Dedicated Access Services (Cont'd)DS1 Service (1.544 Mbps) (Cont'd)Type I DS1 Rate Schedule (Cont'd)2) Territory 2

<u>Rates</u>		<u>1 Yr</u>	<u>3 Yr</u>	<u>5 Yr</u>
Local Distribution Channel (Per Channel)	(Zone 1)	\$238	\$166	\$166
	(Zone 3)	\$248	\$166	\$166
Interoffice Channel Mileage (Fixed)	(Zone 1)	\$29	\$29	\$29
Interoffice Channel Mileage (Per Mile)	(Zone 1)	\$5	\$5	\$5
	(Zone 2)	\$5	\$5	\$5
	(Zone 3)	\$5	\$5	\$5
Installation Rate:				
Per First Local Distribution Channel		\$814	\$814	\$814
Per Additional Local Distribution Channel*		\$145	\$145	\$145

* Additional Local Distribution Channel installation rate will apply only when a customer orders two or more circuits between the same locations at the same time.

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3.4 Rates for Dedicated Access Services (Cont'd)DS1 Service (1.544 Mbps) (Cont'd)Type II DS1 Rate Schedule1) Territory 1

<u>Rates</u>		<u>1 Yr</u>	<u>3 Yr</u>	<u>5 Yr</u>
Local Distribution Channel (Per Channel)	(Zone 1)	\$143	\$121	\$118
	(Zone 3)	\$143	\$121	\$118
Interoffice Channel Mileage (Fixed)	(Zone 1)	\$86	\$76	\$72
Interoffice Channel Mileage (Per Mile)	(Zone 1)	\$22	\$18	\$17
	(Zone 2)	\$22	\$18	\$17
	(Zone 3)	\$22	\$18	\$17

Installation Rate:

Per First Local Distribution Channel (w/ 0 Miles)	\$780	\$780	\$780
Per Additional Local Distribution Channel (w/ 0 Miles)*	\$435	\$435	\$435
Per First Local Distribution Channel (w/ 1+ Miles)	\$920	\$920	\$920
Per Additional Local Distribution Channel (w/ 1+ Miles)*	\$580	\$580	\$580

* Additional Local Distribution Channel installation rate will apply only when a customer orders two or more circuits between the same locations at the same time.

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3.4 Rates for Dedicated Access Services (Cont'd)DS1 Service (1.544 Mbps) (Cont'd)Type II DS1 Rate Schedule (Cont'd)2) Territory 2

<u>Rates</u>		<u>1 Yr</u>	<u>3 Yr</u>	<u>5 Yr</u>
Local Distribution Channel (Per Channel)	(Zone 1)	\$238	\$166	\$166
	(Zone 3)	\$238	\$166	\$166
Interoffice Channel Mileage (Fixed)	(Zone 1)	\$29	\$29	\$29
Interoffice Channel Mileage (Per Mile)	(Zone 1)	\$5	\$5	\$5
	(Zone 2)	\$5	\$5	\$5
	(Zone 3)	\$5	\$5	\$5
Installation Rate: (Per 1st Local Distribution Channel)		\$770	\$770	\$770
(Per Additional Local Distribution Channel)*		\$117	\$117	\$117

- * Additional Local Distribution Channel installation rate will apply only when a customer orders two or more circuits between the same locations at the same time.

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4.6 Call Completion RatesSERVICE ORDERS

Service Component	Non-Recurring Charge
-Installation Charge -Per Line or Trunk	\$2,894.00
-Access Order Charge - Per Access Request	\$0.00
-Engineering Change Charge - Per Access Request	\$38.00
-Service Date Change - Per Access Request	\$29.00
-Design Change - Per Access Request	\$36.00

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4.6 Call Completion Rates (Cont'd)SWITCHED TRANSPORT

Service Component	Rates	
	Non-Recurring	Recurring
Entrance Facility-DS1	Use Local Distribution Channel	Rates In DS1 Rate Schedule
Direct Trunked Transport Mileage		
- DS1 Fixed	Use Interoffice And Charges	Channel Rates
- DS1 Per Mile	Under the DS1	Rate Schedule
Tandem Switched Transport	Non-Recurring	Per Access Minute
-Tandem Termination	None	\$0.001363
-Tandem Trans. Per Mile	None	
-Tandem Switching	None	
-Tandem Trans. Per Mile	None	\$0.000023
-Tandem Switching	None	\$0.001198
Common Channel Signaling	Non-Recurring	Recurring
STP Port Termination (per port)	ICB	None
STP Link Transport (per mile)	None	ICB

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4.6 Call Completion Rates (Cont'd)END OFFICE

Service Component	Originating (\$ Per MOU)	Terminating (\$ Per MOU)
Call Completion - No Minimum Volume	\$.002158	\$.002158

800 DATABASE ACCESS

Service Component	Non-Recurring	Per Query
800 Data Base Query	None	\$0.00421

PRESUBSCRIPTION

Service Component	Non-Recurring	Recurring
Operator Transfer (per call)	\$5.00	None

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