



December 4, 2013
Via Electronic Delivery

Mr. Brent Kirtley, Tariff Branch Manager
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, KY 40602-0615

RE: Request for Cancellation of Authorities – SE Acquisitions, LLC d/b/a Lightyear Network Solutions of Kentucky

Dear Mr. Kirtley:

By letter dated July 17, 2013 the Commission was notified of the transfer of assets and customers of SE Acquisitions, LLC d/b/a Lightyear Network Solutions of Kentucky (“SouthEast”) to Birch Communications of Kentucky, LLC. By subsequent letter dated September 27, 2013, the Commission was notified that the transfer was complete and that a request for cancellation of SouthEast’s authorities would be forthcoming.

This letter is therefore submitted to request cancellation of all SouthEast's authorities and applicable tariffs effective **no later than December 31, 2013**.

Any questions you may have regarding this filing should be directed to my attention at 407-740-3004 or via email to rnorton@tminc.com. Thank you for your assistance in this matter.

Sincerely,

Robin Norton
Consultant to Lightyear Network Solutions, LLC

cc: Linda Hunt (via email) - LYNS
file: LYNS - Kentucky - Other
tms: KYx1300

Enclosures
RN/mp



ADOPTION NOTICE

The undersigned **Birch Communications of Kentucky, LLC of Georgia** hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed and posted by it, all tariffs and supplements containing rates, rules and regulations for furnishing **Intrastate Interexchange Telecommunications KY Tariff No. 4** service in the Commonwealth of Kentucky, filed with the Public Service Commission of Kentucky by **SE Acquisitions d/b/a Lightyear Network Solutions of Kentucky** and in effect on the **27th** day of **September, 2013**, the date on which the public service business of the said **SE Acquisitions d/b/a Lightyear Network Solutions of Kentucky** was taken over by it.

This notice is issued on the **27th** day of **September, 2013**, in conformity with 807 KAR 5:011, Section 11, of the Regulations for the filing of Tariffs of Public Utilities with the Public Service Commission of Kentucky.



By Its Attorney

Authorized by Ky.P.S.C. Order No. _____



INTEREXCHANGE TELECOMMUNICATIONS TARIFF

This tariff, SE Acquisitions, LLC d/b/a Lightyear Network Solutions of Kentucky, Kentucky Tariff No. 4, replaces in its entirety, SE Acquisitions, LLC d/b/a Southeast Telephone, Kentucky Tariff No. 3, which is currently on file with the Commission.

TITLE PAGE

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

**SE ACQUISITIONS, LLC
D/B/A LIGHTYEAR NETWORK SOLUTIONS OF KENTUCKY**

This tariff contains the descriptions, regulations and rates applicable to the furnishing of intrastate interexchange telecommunications services provided by SE Acquisitions, LLC d/b/a Lightyear Network Solutions of Kentucky between points within the Commonwealth of Kentucky.

Issued: July 11, 2012

Effective: July 11, 2012

Issued By: Linda Hunt, Director of Legal and Regulatory Affairs
1901 Eastpoint Parkway
Louisville, KY 40223



INTEREXCHANGE TELECOMMUNICATIONS TARIFF

CHECK SHEET

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

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

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

EXPLANATION OF SYMBOLS

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

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate, regulation or text.
- (I) - To signify increased rate.
- (M) - To signify material relocated from one page to another without change.
- (N) - To signify new rate, regulation, or text.
- (R) - To signify reduced rate.
- (T) - To signify a change in text, but no change in rate or regulation.

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TARIFF FORMAT

- A. Page numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current page number on file with the Commission is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence** - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.
- 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).1
 - 2.1.1.A.1.(a).1.(i)
 - 2.1.1.A.1.(a).1.(i)(1)
- D. Check Sheet** - When a tariff filing is made with the Commission, an undated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is updated to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

APPLICATION OF TARIFF

This tariff contains the descriptions, regulations and rates applicable to the furnishing of intrastate common carrier communications services by SE Acquisitions, LLC d/b/a Lightyear Network Solutions of Kentucky, between points within the Commonwealth of Kentucky. This tariff is available for public inspection during normal business hours at the main office of SE Acquisitions, LLC, at 1901 Eastpoint Parkway, Louisville, KY 40223.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to one of the Company's switching centers or point of presence.

Account Code - A number assigned to each Prepaid Account which is dialed by the Customer or Authorized User upon access to the Carrier's service. An Account Code identifies the caller and validates the caller's authorization to use the services provided.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service.

Available Usage Balance - The amount of usage remaining in a Prepaid Calling Card Account at any particular point in time. Each Prepaid Calling Card Account begins with an initial usage amount which is depleted as services provided by the Company are utilized by the Customer.

Call - A completed connection established between a calling station and one or more called stations.

Calling Card - A proprietary card through which service is accessed by dialing a company-provided access number, and which enables the Customer or User to place calls over the network and to have the charges for such calls billed to the Customer's account.

Company - Whenever used in this tariff, "Company" refers to SE Acquisitions, LLC d/b/a Lightyear Network Solutions of Kentucky, unless otherwise specified or clearly indicated by the context.

Commission - The Kentucky Public Service Commission.

Credit Card - "Credit Card" means any card, plate, coupon book, or other single credit device that may be used from time to time to obtain credit.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Customer Dialed Calling Card Call - A service whereby the End User dials all of the digits necessary to route and bill the call to a Calling Card.

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Dedicated Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the Customer.

IXC - means interexchange carrier or interexchange company which is a carrier or company authorized by the Commission to provide long distance communications services, but not local exchange services, within the State of Oklahoma.

KAR - Kentucky Administrative Regulations.

K.P.S.C. - Kentucky Public Service Commission.

LEC - Local Exchange Company.

SouthEast - Refers to SE Acquisitions, LLC, the issuer of this tariff.

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

Off-net - The Customer is served by facilities not owned or leased by the Company.

On-net - The Customer is served by facilities owned or leased by the Company.

Personal Account Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's network which identifies the Prepaid Account from which charges for service shall be debited and which validates the caller's authorization to use the services provided.

Point of presence ("POP") - means the location where an IXC has transmission equipment in a service area that serves as, or relays calls to, the interexchange network.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Prepaid Account - An account which consists of a pre-paid usage balance depleted on a real time basis during each Prepaid Service Call.

Prepaid Card - A card issued by the Company which provides the Customer with a Personal Account Code and instructions for accessing the Carrier's network.

Prepaid Service Call - A service accessed via a "1-800" or other access code dialing sequence whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance on a Company-issued Prepaid Account.

Renewal - A method of replenishing a Prepaid Account's Available Usage Balance with additional minutes of use as authorized and paid for by the Customer.

Service(s) - Refers to all telecommunications services and other services related thereto provided by the Company to Customers or Users.

Special Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the End User.

Subscriber - See Customer.

Switched Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Telecommunications service - means service provided by the Company including voice, data, and all other types of communications services, under the Company's tariffs on file with the Public Utility Division of the Commission.

Term Commitment - Customer who commits to using the carrier's service for a specified time may be eligible for lower rates. Rates may be used on length of term and volume.

Term Discount - Specified discounts the carrier may provide a customer who commits to using certain carrier services for a specified period of time.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

Underlying Carrier - means the provider of telecommunications services whose network is being utilized to transmit and receive the Customer's telecommunications traffic.

User (or End 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.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purposed of rating calls.

Volume Discounts - Specified service offering by which the Carrier offers discounts based upon monthly usage or billing volume.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

SouthEast's services and facilities are furnished for intrastate communications originating at specified points within the Commonwealth of Kentucky under the terms of this tariff. Intrastate service is offered in conjunction with interstate service.

SouthEast provides service in accordance with the terms and conditions set forth under this tariff. SouthEast may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the SouthEast network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Use of Service

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.3 Limitations

- 2.3.1** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.3.2** SouthEast reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.3.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.4** All facilities provided under this tariff are directly or indirectly controlled by SouthEast and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.3.5** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.4 Liability of the Company

2.4.1 Limitations of Liability

- A. The provisions of this section do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of laws by the Company.
- B. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- C. Except as provided in Paragraphs (A) and (B) of this Rule, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services or private line, alphabetical directory listings (excluding the use of bold type), and all other services shall in no event exceed an amount equal to the pro rata charges to the Customer for the periods during which the services or facilities area affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect of any one service or facility affects or diminishes the value of any other service, said liability shall include such diminution, but in no event shall exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- D. The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.
- E. The Utility shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Utility will give the customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and, if practicable, at times that will cause the least inconvenience.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.4 Liability of the Company, (Cont'd.)

2.4.1 Limitations of Liability, (cont'd.)

- F. Except for the extension of allowances to the Customer for interruptions in Service as set forth in this tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service or any failure in or breakdown of facilities associated with the Service.
- G. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.
- H. The Company shall not be liable for any claims for loss or damages involving:
1. Any act or omission of: (1) the Customer, (2) any other entity furnishing Service, equipment or facilities for use in conjunction with Services or facilities provided by the Company; or (3) common carriers or warehousemen;
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of the Company's facilities and Services;

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.4 Liability of the Company, (Cont'd.)

2.4.1 Limitations of Liability, (cont'd.)

H. (continued)

4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or Services; or by means of the combination of Company-provided facilities or Services with Customer-provided facilities or Services;
5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or Services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or Services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this tariff;
7. Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.4 Liability of the Company, (Cont'd.)

2.4.1 Limitations of Liability, (cont'd.)

H. (continued)

9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
11. Any non-completion of calls due to network busy conditions as long as the Company is meeting the applicable service standards of the Commission;
12. Any calls not actually attempted to be completed during any period that Service is unavailable.

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

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.4 Liability of the Company, (Cont'd.)

2.4.1 Limitations of Liability, (cont'd.)

- J.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the Service.
- K.** The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or Services. Such facilities are provided subject to such degree of protection or non-pre-emptibility as may be provided by the other entities.
- L.** Except as provided elsewhere in this tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- M.** THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.4 Liability of the Company, (Cont'd.)

2.4.1 Limitations of Liability, (cont'd.)

N. Acceptance by the K.P.S.C. of the liability provisions contained in this tariff does not constitute its determination that the limitation of liability imposed by the Company should be upheld in a court of law, but the recognition that, as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefore, so it is the duty of the courts to determine the validity of the exculpatory provisions of this tariff.

2.4.2 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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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.4 Liability of the Company, (Cont'd.)

2.4.3 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- B. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- C. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- D. Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- E. 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:
 - 1. the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - 2. the reception of signals by Customer-provided equipment; or
 - 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.4 Liability of the Company, (Cont'd.)

2.4.4 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, 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.

2.4.5 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is 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.

2.4.6 Ownership of Facilities

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

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.5 Prohibited Uses

- 2.5.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.5.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Kentucky Public Service Commission's regulations, policies, orders, and decisions.
- 2.5.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.5.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.6 Responsibilities of the Customer

2.6.1 General

- A. The Customer is responsible for payment of all charges for Services and equipment provided under this tariff.
- B. The Customer is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by the Company or as required by law; and for assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to Services provided or made available by the Customer to Users. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- C. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- D. The Customer is responsible for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- E. The Customer is responsible for providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- F. The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required by Company personnel to install, repair, maintain, program, inspect or remove equipment with the provision of the Company's Services.

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

2.6 Responsibilities of the Customer, (Cont'd.)

2.6.1 General, (cont'd.)

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

H. The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or Services, that the signals emitted into the Company's Network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade Service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices.

If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written, terminate the Customer's Service.

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

2.6 Responsibilities of the Customer, (Cont'd.)

2.6.1 General, (cont'd.)

- I.** The Customer is responsible for providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- J.** The Customer is responsible for complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(G); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- K.** The Customer is responsible for not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- L.** The Customer is responsible for making Company 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;

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

2.6 Responsibilities of the Customer, (Cont'd.)

2.6.1 General, (cont'd.)

- M.** The Customer is responsible for compliance with the applicable regulations set forth in this tariff; and
- N.** The Customer shall indemnify and save the Company harmless from all liability disclaimed by the Company as specified in this tariff, arising in connection with the provision of Service by the Company, and shall protect and defend the Company from any suits or claims against the Company and shall pay all expenses and satisfy all judgments rendered against the Company in connection herewith. The Company will notify the Customer of any suit or claim against the Company of which it is aware.

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

2.6 Responsibilities of the Customer, (Cont'd.)

2.6.2 Liability of the Customer

- A.** The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by the negligent or willful acts of the Customer, Users, or others, by improper use of the Services, or by use of equipment provided by the Customer, Users, or others.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the 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 (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C.** The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- D.** The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.7 Customer Liability for Unauthorized Use of the Network

2.7.1 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's Services provided under this tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's Services provided under this tariff, or uses specific services that are not authorized.
- B. The following activities constitute fraudulent use:
1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 2. Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this tariff to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 3. Toll free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
 4. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- C. Customers are advised that use of telecommunications equipment and Services, including that provided under this tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll, PBX, and Centrex "clip-on" fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this tariff. Furthermore, Customers must notify the Company verbally or in writing of unauthorized use or charges appearing on the Customer's bill. All charges will be deemed correct and authorized if such notice is not received by the Company within thirty (30) days from the date of issuance of the Customer's bill.

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

2.7 Customer Liability for Unauthorized Use of the Network, (Cont'd.)

2.7.2 Liability for Unauthorized Use

- A.** Except as provided for elsewhere in this tariff, the Customer is responsible for payment of all charges for Services provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B.** The Customer is responsible for payment of all outbound call charges arising from calls placed to a Customer's 800 service number, whether or not such calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.
- C.** The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages. The Company will take reasonable steps, upon verbal or written notification that fraud has occurred, or is believed to have occurred, to assist the customer in identifying the nature and/or source of the fraud, and in terminating the fraudulent use of the Customer's service. The Company will also assist the Customer in facilitating changes in phone numbers, and assist the Customer in identifying the perpetrator(s) of the fraud for purposes of pursuing civil remedies.
- D.** The Customer is responsible for payment of any charges related to the suspension and/or termination of Service, and any charges for reconnection of Service, incurred as a result of unauthorized use of the Network.

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

2.7 Customer Liability for Unauthorized Use of the Network, (Cont'd.)

2.7.3 Liability for Calling Card Fraud

- A. The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company Calling Card, provided that the unauthorized use occurs before the Company has been notified.
- B. The Customer must give the Company notice that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a verbal or written confirmation that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons.
- C. The limitations on liability in this subsection will not apply to pre-paid or debit cards.

2.7.4 Liability for Credit Card Fraud

The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Credit Card. The liability of the Customer for unauthorized use of the Network by Credit Card fraud may be limited by state or federal law, and the Customer shall seek indemnification from the organization or company issuing such card for unauthorized use thereof.

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

2.8 Terminal Equipment

The Company's service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.9 Installation

Service is installed upon contractual agreement between the Customer and the Company. The contractual agreement specifies the terms and conditions of installation, termination of service, commission structure, and commission payment schedule.

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

2.10 Deposits and Advance Payments

The Company does not normally require a deposit or advance payment from customers. However, deposits or advance payments may be collected from Customers or potential Customers whose credit or payment history is unsatisfactory to the Company.

In determining whether a Customer's or potential Customer's credit history is unsatisfactory, the Company will consider (i) the Customer's payment history with the Company, (ii) the Customer's ability to demonstrate adequate ability to pay for the service, (iii) credit and related information provided by the Customer, lawfully obtained from third parties or publicly available, and (iv) information relating to Customer's management, owners and affiliates. Customers whose payment or credit history is determined by the Company to present an undue risk may be required at any time to provide the Company a security deposit, in cash or the equivalent of cash, up to an amount equal to the applicable installation charges, if any, and/or two months actual or estimated usage charges for the service to be provided. In the case of a cash deposit, simple interest per annum pursuant to the rules and regulations of the K.P.S.C. shall be credited or paid to the Customer while the deposit is held by the Company. Such deposit may be refunded to the Customer's account at the end of six (6) months of satisfactory credit history.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

2.11 Payment for Service

2.11.1 Payment Arrangements

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by SouthEast. All charges due by the Customer are payable upon receipt to the Company or to the Company's authorized billing agent (such as a LEC or other authorized entity). Terms of payment shall be according to the rules and regulations of the billing agent and subject to the rules of regulatory agencies, including the K.P.S.C. Any objections to billed charges must be reported promptly to the Company after receipt of bill. Contested charges will be handled in accordance with 807 KAR 5:006, Section 9. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this Tariff.

A. Commercial Credit Card Payment Option

Customers may choose to pay monthly bills via certain commercial credit cards accepted by the Company. Credit Card billed Customers will receive monthly call detail statements, which are separate from the credit card bills. If the Customer's credit card company rejects billing, the Company will make three attempts - two by telephone and one by mail - to contact the Customer for alternative payment arrangements. If alternative payment arrangements are not made in seven days, the Customer's long distance service is discontinued.

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

2.11 Payment for Service, (Cont'd.)

2.11.2 Payment Due Date and Late Payment Charges

The Company's bills are due upon receipt. All amounts not paid within thirty (30) days after the billing date are subject to late payment penalty charges of 1.5% per month. The late payment fee will not be assessed on unpaid penalty charges and any payment received shall first be applied to any bill for services rendered.

2.11.3 Returned Check Charge

A service charge equal to \$30.00 will be assessed in accordance with Kentucky law for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

2.11.4 Bill Format

All bills for services, whether billed directly by the Company or by an authorized agent (e.g. credit card, the LEC, etc.) will contain a list of all charges and the Company's toll free customer service number. Non-regulated charges, if applicable, will be clearly designated with a notice that non-payment of non-regulated charges will non result in disconnection of regulated services. The Company's toll free number for toll customer service is 1-888-364-9000

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

2.12 Taxes and Fees

- 2.12.1 For all services other than Prepaid Card Service, state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.
- 2.12.2 To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.12.3 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Such adjustments shall be listed in this tariff.

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

2.12 Taxes and Fees, (Cont'd.)

2.12.3 (cont'd.)

A. Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company's service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any re-originated call (i.e., using the A#@ symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call \$0.54

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

2.13 Refusal or Discontinuance of Service by Company

- 2.13.1** Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer travel cards when the Company deems it necessary to take such action to prevent unlawful use of its service. SouthEast will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new travel card codes to replace ones that have been deactivated.
- 2.13.2** SouthEast may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given ten (10) day's notice to comply with any rule or remedy any deficiency:
- A.** For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
 - B.** For use of telephone service for any other property or purpose than that described in the application.
 - C.** For neglect or refusal to provide reasonable access to SouthEast or its agents for the purpose of inspection and maintenance of equipment owned by SouthEast or its agents.
 - D.** For noncompliance with or violation of Commission regulation or SouthEast's rules and regulations on file with the Commission.
 - E.** For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) day's written notice to the Customer, except in extreme cases whereby service may be discontinued after two days' notice.
 - F.** Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect SouthEast's equipment or service to others.
 - G.** Without notice if a dangerous condition exists relating to the utility's service which could subject any person to imminent harm or result in substantial damage to the property of the utility or others on the Customer's premises.

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

2.13 Refusal or Discontinuance of Service by Company, (Cont'd.)

2.13.2 (cont'd.)

- G. In the event of tampering with the equipment or services owned by SouthEast or its agents.
- H. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, SouthEast may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- I. Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Carrier from furnishing such services.

2.14 Cancellation by Customer

Any customer desiring service terminated or changed shall give SouthEast three (3) working days notice in person, in writing, or by telephone, provided such notice does not violate contractual obligations or tariff provisions.

2.14.1 Cancellation of Dedicated Circuits

Requests for termination of dedicated circuits must be made in writing to the Company no later than 30 days prior to the requested termination date. All outstanding charges must be paid in full prior to the requested termination date. Charges will continue to accrue up to and including the last day of the billing period that includes the requested date of termination. In the event the Customer has signed a term agreement, and requests termination of dedicated circuits prior to the expiration of the term of the contract, early termination penalties will apply as set forth in the Customer's contract for service.

2.15 Interruption of Service

Interruptions of service and trouble reports are subject to the general liability provisions set forth in Section 2.4 herein and the provisions of 807 KAR 5:061, Section 25.

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

2.16 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for tests and adjustments as may be deemed necessary by the Carrier for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.17 Tests, Pilots, Promotional Campaigns and Contests

The Carrier may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Carrier may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Carrier. From time to time the Company may waive all processing fees for a Customer. The Company shall notify the Commission, in writing, prior to the start of a promotion.

2.18 Interconnection

Service furnished by SouthEast may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with SouthEast service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

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

2.19 Reservation of Toll Free Numbers

The Company makes every effort to reserve toll-free (800/888) vanity numbers requested by Customers, but makes no guarantee or warranty that the requested number(s) will be available.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 General

SouthEast is a common carrier providing intrastate interexchange telecommunications services to Customers for transmission of voice, data, and other types of telecommunications within the Commonwealth of Kentucky. The charges for SouthEast's services may vary by the time of day, day of week, duration of the call, product type, volume, and term commitment.

The Company's services are available twenty-four (24) hours per day, seven (7) days a week. Intrastate service is offered in conjunction with interstate service.

3.2 Timing of Calls

Billing for calls placed over the SouthEast network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

3.2.1 Call timing begins when the called party answers the call (i.e., when two way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.

3.2.3 Minimum call duration periods and increments for billing purposes vary by service option and are described with each individual service offering.

3.2.4 No charges apply to incomplete calls.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.3 Calculation of Distance

Usage charges for mileage sensitive products are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

- Step 1:** Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.
- Step 2:** Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the Difference between the "H" coordinates.
- Step 3:** Square the differences obtained in Step 2.
- Step 4:** Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5:** Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6:** Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

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

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.4 Time of Day Rate Periods

3.4.1 Determination of Rate Periods

Unless indicated otherwise, time-of-day rates apply according to the following schedule:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 4:59 PM	DAYTIME RATE PERIOD OR PEAK RATE PERIOD						
5:00 PM TO 10:59 PM	EVENING RATE PERIOD OR OFF PEAK RATE PERIOD					EVE	
11:00 PM TO 7:59 AM	NIGHT/WEEKEND RATE PERIOD OR OFF PEAK RATE PERIOD						

3.4.2 Calls are billed based on the rate in effect at the time the call begins. Calls that cross rate period boundaries are billed the rate in effect at the beginning of the call for the duration of the entire call.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.5 Outbound Services

Outbound Service is the direct dialing of a destination telephone number from the Customer's telephone lines automatically presubscribed to the Company. Calls are completed by dialing 1+ the destination telephone number. Unless otherwise indicated, calls are billed in sixty (60) second increments after an initial period, for billing purposes, of sixty (60) seconds. Rates are not mileage or time-of-day sensitive. Intrastate service is an add-on to interstate service.

3.5.1 Rates

A. Commercial Rates

Per minute – domestic, with local service	\$0.08
24 Month Contract, with local service	\$0.07
36 Month Contract, with local service	\$0.06
LD w/o Local Service	\$0.09

B. Residential Rates

Plan	Rate	Time Period	Monthly Fee
Smart Call	\$0.10/minute	Anytime	No Monthly Fee
Smart Choice	\$0.07/minute	Anytime	\$2.95 month service fee *

* Service Fee is waived with \$20 minimum monthly usage

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.6 Toll Free Services

Toll Free Service is an inbound telecommunications service which permits calls to be completed to the Customer's location without charge to the calling party.

3.6.1 Commercial Toll Free Service

Access to the service is gained by dialing a ten-digit toll-free number which terminates at the Customer's location. This service permits the Customer to receive incoming calls from all locations within the state of Kentucky. Toll Free Services originate via normal shared use facilities and are terminated via the Customer's local exchange service line.

The Company will reserve such numbers on a first-come first-served basis. All requests for Toll Free Service number reservations must be written, dated and signed by the Customer. The Company does not guarantee the availability of numbers until assigned. The requested Inbound Service telephone numbers, if available, will be reserved for and furnished to the Customer.

If a Customer who has received a Toll Service number does not subscribe to Toll Free Service within thirty (30) days, the Company reserves the right to re-assign the number to another Customer.

Rates are not mileage or time-of-day sensitive. Calls are billed in six (6) second increments after a minimum call duration for billing purposes of sixty (60) seconds.

3.6.2 Residential Toll Free Service

Access to the service is gained by dialing a ten-digit toll-free number and PIN which terminates at the Customer's location. This service permits the Customer to receive incoming calls from all locations within the state of Kentucky. Toll Free Services originate via normal shared use facilities and are terminated via the Customer's local exchange service line. Utilization of the PIN number results in the call being routed to a specific termination point.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.6 Toll Free Services

3.6.3 Rates

A. Commercial Rates

Monthly Fee/Line	\$3.00
Per minute rate – domestic, with local service	\$0.08
24 Month Contract, with local service	\$0.07
36 Month Contract, with local service	\$0.06
Per minute w/o Local Service	\$0.09

B. Residential Rates

Monthly Fee	\$2.00
Domestic per minute rate	\$0.14

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.7 SouthEast Calling Card Service

SouthEast's Calling Card Service provides telecommunications services to customers while traveling away from the office or home. Customers must dial a toll-free access number followed by their authorization code to make a call or use the service. A monthly credit limit will be assigned to each card for fraud protection. Customers have the option of raising or lowering the limit amount to best suit their calling practices. For billing purposes, call timing is rounded up to the nearest six (6) increment after the initial minimum period of eighteen (18) seconds. Various rate options are available based on term commitments as shown below.

3.7.1 SouthEast Calling Card Service - Rates and Charges

A. Calling Card Domestic

- | | |
|---|--------|
| 1. Commercial, Per Minute Rate: | |
| With local | \$0.15 |
| Without local | \$0.20 |
| 2. Residential, Per Minute Rate: | \$0.20 |

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.8 Conference Calling Services

3.8.1 General

Conference Calling Services are available to Customers who wish to hold telephonic meetings with multiple voice or video connections simultaneously.

Conference Calling Service provides the Customer with the ability to hold a conference with multiple participants via telephone. The Customer makes a reservation specifying the conference bridge time (or periods of time) and number of lines required. Additional Conference Calling Features may be requested at that time (as listed below). The Conference Call may be selected as either automated or attended. The Company provides the Customer with a Conference telephone number and a security code when the Customer makes the Conference Call reservation. The Customer may select between using a toll or a toll-free method of access. At the scheduled date and time, each participant dials the designated dial-in number. Participants will be prompted to enter the conference security code using a touch-tone phone, or provide the host name and company name to the operator. Once the security code is entered, the caller is added to the Conference. Tones will indicate entrances to/exits from the Conference once it is underway. If a toll call access method is selected, each Conference participant will be billed by their designated toll carrier for transmission into the teleconference bridge.

Conferencing Calling Service provides the Customer with a permanent dial-in number and passcode which can be used twenty-four hours a day, seven days a week, without intervention by an attendant or administrator. The Customer may contact a Conference Attendant during any Conference Call to use enhanced features or to answer questions.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.8 Conference Calling Services, (Cont'd.)

3.8.2 Conference Types

- A. Conference on Demand** – Conference on Demand is a reservationless conference service. The Customer is issued a reusable card and assigned a pass code with a phone number that gives them full control of their conference calls at a time and date of their choosing, 24 hours a day, seven days a week. This Conference Service can accommodate up to 125 lines.
- B. Conference Direct** - A Conference Direct Customer contacts SouthEast to schedule the date, time and number of participants taking part in the conference call. They are issued both a one-time use moderator code and a participant pass code in order to initiate a conference call. The codes are invalid after the call is completed, and the Customer must call SouthEast to schedule each subsequent conference call. This option is ideal for customers with higher security needs who do not wish to be assigned the reusable pass code card. This Conference Service can accommodate up to 125 lines.
- C. Conference Companion** – A Conference Companion Customer will be assisted by a live operator in conducting the conference call. Each participant is called by an operator and placed into the conference. The moderator may be placed into conference first of last, with or without roll call. This Conference Service can accommodate up to 2,500 participants.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.8 Conference Calling Services, (Cont'd.)

3.8.3 Application of Rates and Charges

A. Usage Charges

Conference Call usage charges are billed in one minute increments, per participant. All Conference Calling Service toll free charges are billed to the Customer who has arranged the call.

Charges are based on actual (versus reserved) usage. Billing for each station begins when connected to the bridge. Billing ends when the station is disconnected. Usage minutes are totaled into call type categories for rating and invoicing purposes. Rating is rounded to the next nearest whole minute within each call type category.

Conference Type	Rate Per Minute
Conference on Demand	\$0.11
Conference Direct	\$0.30
Conference Companion	\$0.40

B. Cancellation of Reservation

No charge will be assessed for Conference Calls that are canceled or rescheduled.

C. Overbooking

No penalty will be assessed for Conference calls for which excess lines have been reserved.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.8 Conference Calling Services, (Cont'd.)

3.8.4 Features – Descriptions

The following feature is available for all Audio Conference Calling Services at the rates and charges shown below. Additional non-telephonic services, such as overnight mail, typed transcripts or tape recordings, duplicate tapes, foreign language interpretation, and certified stenographer reporting are available at additional cost.

- A. Full Time Operator Monitor** - Provides for a live operator to attend the entire conference call.

3.8.5 Features - Rates and Charges

A. Standard Features

The following standard features are available on every type of conference call:

Participant Roll Call	no charge
On Hold Music	no charge
One Touch Operator Assistance ("*" + "0")	no charge

B. Optional Features

The following features are available at Customer request:

Full Time Operator Monitor	\$0.10 add'l per minute
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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 - MISCELLANEOUS SERVICES AND CHARGES

4.1 Directory Assistance

Directory Assistance is available to Customers of SouthEast. A Director Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

4.1.1 Directory Assistance Charge

Directory Assistance, per call	\$0.65
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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D.)

4.2 Operator Services

The Company offers operator assisted ("0+") calling for specialized billing or call placement arrangements. When service is billed through another entity (i.e. the local exchange company) the terms of the billing entity apply.

4.2.1 Operator Assisted Call Options

The following payment options are available to end users of SouthEast's service:

- A. **Collect Calls** - This option allows a call to be billed to the called number, provided that the called station accepts responsibility for payment of charges.
- B. **Calling Card Calls** - This option enables an end user to charge a call to a valid telephone company calling card.
- C. **Third Number Billing** - This option allows a call to be billed to a telephone number identified with a station other than the calling or called telephone number, provided that the third party number is not restricted from receiving such charges.
- D. **Originating Number Billing** - This option allows the end user to bill a call to the calling telephone number. End user accepts responsibility for payment of charges. Originating Number Billing may not be accepted from pay telephones and other restricted telephone numbers. All direct dial calls are billed to the originating line.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 4 - MISCELLANEOUS SERVICES AND CHARGES, (CONT'D.)

4.2 Operator Services, (Cont'd.)

4.2.2 Rates and Charges

A. Usage Rates:

Usage rates are billed in sixty (60) second increments.

Rate per Minute \$0.2800

B. Per Call Service Charge:

	Per Call
Operator Station to Station	\$3.95
Operator Person to Person	\$4.89
3 rd Party Billed	\$2.34
LEC Calling Card	\$0.80
Operator Dialed Surcharge	\$1.14

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

SECTION 5 - PROMOTIONAL OFFERINGS

5.1 Promotional Offerings - General

From time to time, the Company may provide promotional offerings to introduce a current or potential Customer to a service not being used by the Customer. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or nonrecurring charges. All promotional offerings will be filed with the Commission.

5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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