

**From:** J. P. Harris  
**Sent:** Monday, December 19, 2016 9:46 AM  
**To:** Cline, Jeff D (PSC)  
**Subject:** SpeedBeam Lexington LLC CLEC

Jeff – As we discussed, SpeedBeam Lexington, LLC is relinquishing its CLEC Authorization and withdrawing the associated filed Tariff. SpeedBeam Lexington LLC is effectively dormant.

J. P. Harris



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**SpeedBeam Lexington, LLC**

**Kentucky Tariff No. 1  
Original Page No. 1**

**Local Exchange Telephone and Broadband Services**

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**TITLE PAGE  
OF  
KENTUCKY LOCAL EXCHANGE SERVICES AND  
BROADBAND DATA SERVICES TARIFF  
OF  
SpeedBeam Lexington, LLC**

**This tariff, filed with the Kentucky Public Service Commission,  
contains the rates, terms, and conditions applicable to  
Local Exchange and Broadband Data Services within the Commonwealth of  
Kentucky  
Offered by SpeedBeam Lexington, LLC**

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**ISSUED. May 9,2008**

**EFFECTIVE:**

**ISSUED BY: J. P. Harris  
SpeedBeam Lexington, LLC  
2331 Fortune Drive, Suite 250  
Lexington, Kentucky 40509**



**Local Exchange and Broadband Services**

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**SpeedBeam Lexington, LLC**

**Kentucky Tariff No. 1  
Original Page No. 3**

**Local Exchange and Broadband Services**

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**APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to the provision of local exchange and broadband data services by SpeedBeam Lexington, LLC within the Commonwealth of Kentucky and subject to the jurisdiction of the Kentucky Public Service Commission.

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**Local Exchange and Broadband Services**

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Access Line** - An arrangement which connects the customer's location to a switching center or point of presence.

**Additional Mileage** - The per mile charge added to the One Mile rate for circuits greater than one mile, as determined by the V&H Coordinates.

**ADSL** - An access data technology service providing Asymmetrical rate of information transfer.

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

**Bps** - Bits per Second

**Broadband** - High-speed digital communications services using unbundled network elements to provide information transport at a rate greater than two hundred (200) kilobits per second in at least one direction

**Capacity** - The carrying ability of a dedicated leased line measured in bits per second.

**Carrier or Company** - Whenever used in this tariff, "Carrier" or "Company" refers to SpeedBeam Lexington, LLC, unless otherwise specified or clearly indicated by the context.

**Commission** - Kentucky Public Service Commission.

**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.

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**Local Exchange and Broadband Services**

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (continued)**

**DS-0** - Digital Service, Level 0. Measured at 64,000 bps, it is the worldwide standard for digitizing one voice conversation using pulse code modulation (PCM).

**DS-1**- Digital Service, Level 1. Consists of 24 DS-0 channels and has a capacity of 1.544 Mbps. (Also know as T-1).

**DS-3** - Digital Service, Level 3. Equivalent of 28 DS-1 channels and operating at 44.736 Mbps. (Also known as T-3).

**Gbps** - Gigabits per second. Gig is one thousand million bits per second

**ILEC** - The incumbent Local Exchange Carrier

**Kbps** - Kilobits per second

**Latency** - The time it takes for information to get through the network, sometimes referred to as delay

**Local Access Circuit** - A dedicated circuit provided by a Local Exchange Carrier connecting the customer s presence with the Company's Point of Presence (POP).

**LEC** - Local Exchange Company

**Local Exchange Services** -Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

**Mbps** - Megabits per second or million bits per second

**MRC** - Monthly Recurring Charge. The monthly charges to the Customer for services, facilities or equipment which continue for the duration of service.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (continued)**

**NRC** - Non-recurring Charge. The initial or one-time charge usually associated with initiation or establishment of service.

**OCN (Optical Carrier Level-N)** - The optical interface designed to work with the STS-n signaling rate in a Synchronous Optical Network (SONET). OC-1 is a 51.840 Mbps signal. All higher levels are direct multiples of OC-1.

**One Mile Rate** - rate basis used if the serving wire center for the underlying carrier and the customer's premises is one mile or less apart.

**Point of Presence (POP)** - The Company's physical presence in a local calling area or LATA which is used for the purpose of transmitting telephone calls or dedicated interconnection with a LEC.

**Private Line Service** - provides the subscriber with a direct channel specifically dedicated to that subscriber's use between specified points.

**Resold Local Exchange Service** - A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate international services.

**STS-n (Synchronous Transport Signal "n")** - SONET standards for transmission of OC-N optical fiber by multiplexing "n" STS-1 frames, where "n" is an integer.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (continued)**

**Synchronous Optical Network (SONET)** - An optical interface standard that allows interworking of transmission products from multiple vendors.

**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 may be used for the purpose of rating calls. Zero Mile Rate - rate basis used if the serving wire center for the underlying carrier and the customer's premises are the same. (i.e. the V & H Coordinates are the same.)

**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

The Company services offered pursuant to this Tariff are furnished for Local Broadband Exchange and Broadband Service among specified points within a Local Calling Area. The Company may offer these services over its own or resold facilities. The Company installs, operates, and maintains the communications services provided herein under in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company's 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 indicated, and are available twenty-four hours per day, seven days per week.

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**SECTION 2 - RULES AND REGULATIONS (continued)**

**2.2 Limitations**

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.

2.2.2 The Company 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 the provisions of this tariff, or in violation of the law.

2.2.3 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.

2.2.4 All facilities provided under this tariff are directly controlled by the Company 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.

2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any assignee or transferee.

**2.3 Use**

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

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**SECTION 2 - RULES AND REGULATIONS (continued)**

**2.4 Liabilities of the Company**

2.4.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

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**SECTION 2 - RULES AND REGULATIONS (continued)**

**2.4 Liabilities of the Company (continued)**

2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

2.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

**2.5 Deposits**

Applicants or Customers whose financial condition is unknown or unacceptable to Carrier may be required to pay a deposit. If actual usage data is available for the customer at the same or similar premises, the deposit amount shall be calculated using the customer's average bill for the most recent twelve (12) month period. If actual usage data is not available, the deposit amount shall be based on the average bills of similar customers and premises in the system, not to exceed to two (2) month's actual or estimated usage. If customer fails to pay for service or equipment, the deposit will be applied to the outstanding balance. If, at any time, Carrier feels that the customer has established satisfactory credit, the Carrier will refund the amount of the deposit. In any event, deposits or remaining balance thereof will be returned upon termination of service. Interest will accrue on customer deposits held by the company in accordance with 807 KAR 5:006, Section 7(c)f6).

**2.6 Advance Payments**

**Recurring Charges:** Customers not required to make a deposit may be required to provide advance payment to the Company, in an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

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**SECTION 2 - RULES AND REGULATIONS (continued)**

**2.6 Advance Payments (continued)**

**Non-Recurring Charges:** The Company reserves the right to require pre-payment of applicable non-recurring charges. In addition, where special construction is involved, advance payment of the quoted construction charges may be required at the time of application for service.

**2.1 Taxes**

All state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

**2.8 Equipment**

2.8.1 The Company's facilities and service may be used with or terminated in Company's or Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key systems, DSL Modem, or Router. Such terminal equipment, as provide by the customer, 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. The Customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities.

2.8.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others, to disconnect, rearrange, 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.

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**SECTION 2 - RULES AND REGULATIONS (continued)**

**2.8 Equipment (continued)**

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

2.8.4 The Customer shall be responsible for payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.8.5 The Company shall not be responsible for the installation, operation or maintenance of any customer provided 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 the transmission of signals by customer-provided equipment or for the quality of, or defects in, such transmission; or the reception of signals by customer-provided equipment.

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

2.8.7 Title to all facilities provided by the Company under this tariff shall remain in the Company's name or in the name of the carrier supplying the services and facilities being resold.

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**SECTION 2 - RULES AND REGULATIONS (continued)**

**2.9 Installation**

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

**2.10 Payment for Service**

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 the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Kentucky Public Service Commission.

The Company's billing invoices will be considered correct and binding upon the Customer if no notice is received from the Customer within forty-five (45) days of the date of the invoice. (Billing inquiries may be made in writing, in person, or via telephone.) Adjustments to Customer's bills shall be made to the extent circumstances exist which reasonably indicates that such changes are appropriate. Upon receipt of a billing inquiry, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The Customer, however, remains responsible for the timely payment of the nondisputed elements of the invoice. If a Customer is not satisfied with the Company's response to an inquiry or request for credit he or she may appeal to the Kentucky Public Service Commission for final resolution.

**2.11 Late Payment Charge**

The Company will assess a late payment charge equal to 1.5% for any past due balance that exceeds thirty days. Late payment charges shall not be assessed on prior late charges.

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**SECTION 2 - RULES AND REGULATIONS (continued)**

**2.12 Cancellation by Customer**

Customer may cancel service by providing oral or written notice to the Company.

**2.13 Interconnection**

**2.13.1** Service furnished by the Company maybe interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

**2.13.2** Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carriers tariffs.

**2.14 Refusal or Discontinuance by Company**

The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given proper notification in accordance with 807 KAR 52006 Section 14 to comply with any rule or remedy any deficiency:

2.14.1 for non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.

2.14.2 For use of telephone service for any other property or purpose than that described in the application.

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**Local Exchange and Broadband Services**

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**SECTION 2 - RULES AND REGULATIONS (continued)**

**2.14 Refusal or Discontinuance by Company (continued)**

2.14.3 For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.

2.14.4 For noncompliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission, provided ten days written notice is given before termination.

2.14.5 For nonpayment of bills, including bills for any of the Company's other communication services, provided that suspension or termination of service shall not be made without seven days written notice to the Customer, except in extreme cases.

2.14.6 Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others. Within twenty-four (24) hours after such termination, the utility shall send written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.

2.14.7 Without notice in the event of tampering with the equipment or services owned by the Company or its agents. Within twenty-four (24) hours after such termination, the utility shall send written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.

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**SECTION 2 - RULES AND REGULATIONS (continued)**

**2.14 Refusal or Discontinuance by Company (continued)**

2.14.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company 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. Within twenty-four (24) hours after such termination, the utility shall send written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.

2.14.9 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

**2.15 Inspection, Testing, and Adjustment**

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

**2.16 Tests, Pilots, Promotional Campaigns and Contests**

The Company 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 Company may also waive a portion or all processing fees or installation fees for winners of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer. The Company will notify the Commission regarding specific promotions and contests.

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**Local Exchange and Broadband Services**

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**SECTION 2 - RULES AND REGULATIONS (continued)**

**2.16 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications Systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal.

**2.17 Cost of Collection and Repair**

The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier, including accounting fees, but not including attorney fees. Customer is also responsible for recovery costs of Carrier provided equipment and any expenses required for repair or replacement of damaged equipment.

**2.19 Returned Check Charges**

A fee of \$50.00, or five percent of the amount of the check, whichever is greater, may be charged for each check returned for insufficient funds.

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**SECTION 2 - RULES AND REGULATIONS (continued)**

**2.20 Service Implementation**

Absent a promotional offering, service implementation or installation charges will apply to new service orders or to orders to change existing service.

**2.21 Reconnection Charge**

A reconnection fee of \$75.00 will be charged when service is re-established for customers who have been disconnected for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged.

**2.22 Operator Service Rules**

The Company will enforce the operator service rules specified by the Commission and by the FCC.

2.25.7 Liability of the Company due to directory errors and omissions is as specified in Section 2 of this tariff.

2.25.8 Generally, a business listing consists of a name or dual name, a designation descriptive of the subscriber's business if not self-explanatory, the address, and the business telephone number. The main listing is ordinarily the name of the individual, firm or corporation which contracts for the service or the name under which a business is regularly conducted.

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**SECTION 2 - RULES AND REGULATIONS (continued)**

**2.26 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. All special construction and or service agreements will be in writing and filed with the Commission. 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.

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**SECTION 2 - RULES AND REGULATIONS (continued)**

**2.27 Customer Complaint Procedure**

Carrier will resolve any disputes brought to its attention as promptly and effectively as possible. Customer Service Representatives can be reached by dialing the toll free number set forth on all bills.

Any unresolved disputes may be directed to the attention of the Kentucky Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, KY 40602 or toll free by dialing 1-800-772-4636.

In the event of a dispute concerning an invoice, the customer must pay a sum equal to the amount of the undisputed portion of the bill and notify the Company of the disputed portion.

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**Local Exchange and Broadband Services**

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**SECTION 3 - DESCRIPTION OF SERVICE**

**3.1 Local Service Areas**

The Company's local exchange and Broadband service area will mirror that of AT&T/BellSouth and WindStream service areas within the Commonwealth of Kentucky.

**3.2 Service Offerings**

**3.2.1 Residential Service**

Residence Service provides the Customer with an ADSL circuit for broadband access. Residence Service is that service furnished in:

1. Private homes or apartments, including all parts of the subscriber's domestic establishment, for domestic use or small business home office use.

**3.3.2 Business Services**

The Company's Business Services are offered for broadband access using the facilities of the Company's authorized underlying Local Exchange Carrier(s). The Company's Business Services are offered primarily to entities identified as "businesses" by the local taxing authority.

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**SECTION 3 - DESCRIPTION OF SERVICE (continued)**

**3.3.3 Broadband Services**

Broadband Services are high-speed digital communications services using unbundled network elements to provide transmit information as a rate greater than two hundred (200) kilobits per second in at least one direction; or any service that combines computer processing, information storage, and protocol conversion to enable users to access Internet content and services. Broadband speeds range from DS-0 level up to OC-n speeds. Provisions of Broadband Service circuits are subject to facilities and capacity availability.

DSL Service: is an access data technology service providing Asymmetrical rate of information transfer. The "up" speeds represents "transmission speeds in kilobits or megabits" from the customer designated premise (CDP) to the Company's ASDL connection point, while the "down" speeds represents "transmission speeds in kilobits or megabits" from the Company's ASDL connection point to the customers the CDP. ASDL can support transmission speeds of 1 Mbps "up" and 12 Mbps "down".

DS-1 Service: is a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data. DSI Service has the equivalent capacity of 24 Voice Grade (VG) services or 24 DSO Services. AMI can support 24 each 56 Kbps channels and B8ZS can support 24 each 64 Kbps channels.

DS-3 Service: is a dedicated, high capacity, full duplex channel with a line speed of 44,736 Mbps isochronous serial data. DS3 Service has the equivalent capacity of 28 DS1 Services at 1.54 Mbps or 672 Voice Grade (VG) services or 672 DSO Services at 56/64 Kbps.

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**SECTION 3 - DESCRIPTION OF SERVICE (continued)**

**3.3.3 Broadband Services (continued)**

OC-3 Service: is a SONET level of transmission speed. It is capable of transporting three DS3 signals, which is equal to 255.520 Mbps. OC12 Service: is a SONET level of transmission speed. It is capable of transporting twelve DS3 signals, which is equal to 622.08 Mbps. OC48 Service: is a SONET level of transmission speed capable of transporting forty-eight DS3 signals, which is equal to 2.488 Gbps.

The Company shall invoice the Customer on a monthly basis at the Customer's designated location in accordance with the following schedule: (a) one (1) month in advance for all recurring MRC charges due under this Agreement, in addition to the retroactive billing for the first billing invoice of a service; and (b) in the month preceding the applicable usage (c) in the month of contract execution) for all NRC charges. Failure of the Company to timely invoice the Customer for any amounts due hereunder shall not be deemed a waiver by the Company of its rights to payment for such charges.

Rates set forth herein for services requiring dedicated access do not include access and access-related charges (including, without limitation, installation charges, inside wiring charges assessed by the local exchange carrier ("LEC"), construction charges assessed by the LEC and distance and termination charges assessed by the LEC). Therefore access and access related charges are additional charges.

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**ISSUED.** May 9,2008

**EFFECTIVE:**

**ISSUED BY:** J. P. Harris  
SpeedBeam Lexington, LLC  
2331 Fortune Drive, Suite 250  
Lexington, Kentucky 40509



**Local Exchange and Broadband Services**

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**SECTION 3 - DESCRIPTION OF SERVICE (continued)**

**3.3.3 Broadband Services (continued)**

Broadband Services Rates and Charges described in this tariff are based on the commitment of the Customer to utilize the Broadband circuits or facility for a specified minimum period of time. Therefore, notwithstanding anything in this tariff to the contrary and in addition to other charges set forth in the tariff, the Customer will be billed and required to pay all rates, fees and charges which accrue for each circuit and for all associated local access during the entire Circuit Minimum Service Term applicable to each circuit plus all NRC charges applicable to such circuit that were previously waived, regardless of whether or not Customer utilizes all or any part of such circuit during all or any part of the Circuit Minimum Service Term applicable to the circuit.

The Circuit Minimum Service Term shall be a minimum period of one (1) year, beginning from the date of service order fulfillment.

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**Local Exchange and Broadband Services**

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**SECTION 4 – BROADBAND SERVICES RATE SCHEDULES**

**4.1 Broadband Services**

**4.1.1 Rates**

**4.1.1. (A) ADSL-1 Service**

768k/768k \$60.00

\$60.00 non-recurring charge

1 year Minimum Service Term commitment required.

**4.1.1. (B) ADSL-2 Service**

768k/3m \$125.00

\$125.00 non-recurring charge.

1 year Minimum Service Term commitment required

**4.1.1. (C) ADSL-3 Service**

768k/6m \$139.00

\$139.00 non-recurring charge.

1 year Minimum Service Term commitment required.

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**Local Exchange and Broadband Services**

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**SECTION 4 – BROADBAND SERVICES RATE SCHEDULES (continued)**

**4.1 Broadband Services (continued)**

**4.1.1. (D) ADSL-4 Service**

1m/12m \$149.00

\$149.00 non-recurring charge

1 year Minimum Service Term commitment required.

**4.1.1. (E) DS-1 Service**

Zero Mile \$300.00

Each Additional Mile \$15.00

\$500.00 non-recurring charge.

1 year Minimum Service Term commitment required

**4.1.1. (F) DS-3 Service**

Zero Mile \$1,500.00

Each Additional Mile \$30.00

\$1,500.00 non-recurring charge.

1 year Minimum Service Term commitment required.

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**Local Exchange and Broadband Services**

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**SECTION 4 – BROADBAND SERVICES RATE SCHEDULES (continued)**

**4.1 Broadband Services (continued)**

**4.14 Kentucky Lifeline Support**

\$0.08 per line per month

**4.15 Kentucky TRS/TAP Support**

\$0.09 per line per month.

**4.16 Professional Services**

Repair services are billed at \$65.00 per hour.

**SECTION 5 - SPECIAL SERVICE Arrangements**

**5.1 Individual Case Basis Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. Rates will be offered to the Customer in writing and on a non-discriminatory basis. All such rates will be submitted to the Commission for approval.

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Lexington, Kentucky 40509**



**Local Exchange and Broadband Services**

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**SECTION 6 - BILLING CONTENTS**

**6.1 Billing Contents**

The Company's customer bills will contain the following information:

1. Name and address of Company
2. Address for Correspondence
3. Address for Remittance
4. Customer Service/Billing Inquiry toll-free telephone number
5. Name and address of Customer
6. Bill Date
7. Payment Due Date
8. All Account Numbers
9. Invoice Number
10. Summary of Charges
11. Detail of Charges

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**ISSUED. May 9,2008**

**EFFECTIVE:**

**ISSUED BY: J. P. Harris  
SpeedBeam Lexington, LLC  
2331 Fortune Drive, Suite 250  
Lexington, Kentucky 40509**



0100010010100000010010 101010 010101010101010101



# SpeedBeam Wireless

2331 Fortune Dr, Suite 250 Lexington, KY 40509

1-888-578-7170

## Account Statement

Statement Date: 00/01/00  
 Account Number: 0000  
 Invoice Number:  
 Total Due: \$000.00

### Customer

ABC Company  
 100 Main Street  
 Anywhere, KY 00000

### A message from SpeedBeam:

### Current Charges

Service Description	Trx Date	For Period	Qty	*Unit Amt.	Ext Amt.
Professional Services	00/00/2009	-	1	\$00.00	\$00.00
<i>Location: Office</i>					
Business Basic ADSL	00/00/2009	00/00/2009 - 00/00/2009	1	\$00.00	\$00.00
<i>Location: Office Two</i>					
Business Basic ASDL	00/00/2009	00/00/2009 - 00/00/2009	1	\$00.00	\$00.00
<i>Location: Office Three</i>					
SoHo ASDL	00/00/2009	00/00/2009 - 00/00/2009	1	\$00.00	\$00.00
<b>Total Current Charges:</b>					<b>\$000.00</b>

\*Unit amount includes sales tax, when applicable

### Payments/Credits

Description	Trx Date	Amount
Payment	00/00/2009	-\$000.00
<b>Total Credits:</b>		<b>-\$000.00</b>

### Billing Summary

Account:	<b>ABC Company</b>
Statement Date:	00/00/2009
Terms:	Net 15
Account Number:	0000
Previous Balance:	\$000.00
Current Charges:	\$000.00
Payments/Credits:	-\$000.00
<b>Total Due:</b>	<b>\$000.00</b>

0100010010100000010010 101010 0101010101010101



# SpeedBeam Wireless

SpeedBeam Broadband  
 2331 Fortune Dr, Suite 250  
 Lexington, KY 40509  
 1-888-578-7170

**RECEIVED**

5/12/2009

Please bill future monthly service charges to my Credit Card:

Name on card: \_\_\_\_\_ Card Number: \_\_\_\_\_ Expires: **PUBLIC SERVICE**  
 Name on card: \_\_\_\_\_ **COMMISSION**  
**OF KENTUCKY**