TITLE SHEET

RULES, REGULATIONS, AND
SCHEDULE OF RATES AND CHARGES
APPLICABLE TO END USERS
WITHIN THE COMMONWEALTH OF KENTUCKY
KENTUCKY PUBLICSERVICECOMMISSION
TELECOMMUNICATIONS TARIFF

FURNISHED BY
ACCESS FIBER GROUP, INC.

Tony Vande Linde – Business Operations Manager
ACCESS FIBER GROUP, INC.
201 Summit Parkway
Birmingham, Alabama 35209

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

CONCURRING, CONNECTING OR

OTHER PARTICIPATING CARRIERS

1. **Concurring Carriers** - None

2. **Connecting Carriers** - None

3. **Other Participating Carriers** - None

Tony Vande Linde – Business Operations Manager
ACCESS FIBER GROUP, INC.
201 Summit Parkway
Birmingham, Alabama 35209

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

TABLE OF CONTENTS

PAGE

Table of Contents.....1

Check Sheet.....2

Explanation of Symbols.....3

Tariff Format.....4

Section 1.0 – Technical Terms and Abbreviations.....1

Section 2.0 – Rules and Regulations.....1

Section 3.0 – Description of Service.....1

Section 4.0 – RESERVED FOR FUTURE USE.....1

Section 5.0 – RESERVED FOR FUTURE USE.....1

Section 6.0 – Miscellaneous Services/Charges.....1

Section 7.0 – RESERVED FOR FUTURE USE.....1

Section 8.0 –Dark Fiber.....1

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

CHECK PAGE

Each page of this Tariff is effective as of the date shown at the bottom of the page. The revised pages listed comprise all changes from the original Tariff that are in effect as of the date shown.

PAGE	REVISION	PAGE	REVISION
C-1	Original	3-1	Original
C-2	Original	3-2	Original
I -1	Original	3-3	Original
I-2	Original	3-4	Original
I-3	Original	4-1	Original
I-4	Original	5-1	Original
1-1	Original	6-1	Original
1-2	Original	7-1	Original
1-3	Original	8-1	Original
1-4	Original	8-2	Original
1-5	Original		
1-6	Original		
1-7	Original		
1-8	Original		
2-1	Original		
2-2	Original		
2-3	Original		
2-4	Original		
2-5	Original		
2-6	Original		
2-7	Original		
2-8	Original		
2-9	Original		
2-10	Original		
2-11	Original		
2-12	Original		
2-13	Original		
2-14	Original		
2-15	Original		
2-16	Original		
2-17	Original		
2-18	Original		
2-19	Original		
2-20	Original		
2-21	Original		
2-22	Original		
2-23	Original		
2-24	Original		
2-25	Original		

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SYMBOLS

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

C - to signify change in regulation

D - to signify a deletion

I - to signify a rate increase

L - to signify material relocated in the tariff

N - to signify a new rate or regulation

R - to signify a rate reduction

T - to signify a change in text, but no change in rate or regulation

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

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 sheet number on file with the Commission is not always the tariff page in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.
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). I
2.1.1.A.1.(a).I.(i)
2.1.1.A.1.(a).I.(i).(1).

D. Check Page - When a filing is made with the Commission, an updated Check Page accompanies the filing. The Check Page lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the Check Page is changed to reflect the revision. All revisions made in a given filing are designated by and 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 the same pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 2 – RULES AND REGULATIONS

1.1 Definition

For the purposes of this Tariff, the following technical terms and abbreviations will apply.

Access Coordination: Access Coordination provides for the design, ordering, installation coordination, pre-service testing, service turn-up and ongoing maintenance coordination of testing and trouble resolution on all Company-provided local access channels. In the case of Customer-provided local access channels, it provides for the maintenance, ongoing coordination of testing, and trouble resolution fro the local access channels.

Access Line: A transmission line used to transmit voice and/or data calls from the Customer's Premises to a telephone company serving wire center or a Company-designated POP or from a telephone company serving wire center or a Company-designated POP to the Customer's Premises.

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

ADSL: ADSL stands for Asymmetric Digital Subscriber Line.

Airline Mileage: The distance in mileage between two Rate Centers whose position is specified by industry standards.

Alternate Access: Alternate Access is a form of Local Access except that the provider of the service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such service. The charges for Alternate Access may be subject to private agreement rather than published or special Tariff rates if permitted by applicable governmental rules.

Ancillary Charges: Ancillary Charges are charges for supplemental Services or optional features as set forth herein which may consist of both nonrecurring and monthly recurring charges.

Applicant: Any entity or individual who applies for Service under this Tariff.

Application for Service: The Application for Service is the standard Company order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide a communication Service(s) as required.

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 2 – RULES AND REGULATIONS

Authorized User: A person, firm, corporation or other entity (including Customer) that 1) is authorized by the Customer to be connected to and utilize the Company's Services under the terms and regulations of this Tariff or 2) either is authorized by the Customer to act as the Customer in matters of ordering, changing or canceling Service or is placed in a position by the Customer, either through acts or omissions, to act as Customer in such matters. Such actions by an Authorized User shall be binding on Customer and shall subject Customer to any associated charges.

Billing Record Change: Billing Record Change is a change in Customer's billing address.

Building: A Building is a structure under one roof, or two or more structures where such structures adjoin, connect or are occupied as follows:

- The structures directly adjoin each other, being separated only by a Building wall.
- The structures are connected by a completely enclosed passageway designed for and used primarily as the regular route for foot travel between the structures and is also suitable for the installation and maintenance of interior telephone facilities.
- The major portion of the structure is occupied by the same Customer.

Business Customer: A Business Customer is a Customer who subscribes to the Company's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

Business Service: A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

Central Office: Central Office is a switching unit in a telephone system, providing service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting lines. More than one Central Office may be located in the same Building.

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 2 – RULES AND REGULATIONS

Central Office Building: Central Office Building is a Building containing one or more Central Offices. There may be more than one Central Office Building in an Exchange and one Central Office Building may serve more than one Exchange.

Channel: Channel refers to an electrical path furnished by the Company between two or more points suitable for the purpose furnished and derived in a manner elected by the Company. A single pair of wires may be used to provide more than one Channel. A Channel may be provided in whole or in part by cable, wire, or radio.

Circuit: As generally used herein, a Circuit is a Channel.

CIC: CIC stands for Carrier Identification Code which is a numeric code consisting of three numbers used by end-users or customers to reach the networks of the COMPANYS through equal access arrangements.

CLEC: CLEC stands for Competitive Local Exchange Carrier which is any carrier or reseller offering local exchange telecommunications services other than the incumbent LEC.

CO: CO stands for Central Office.

Commission: Commission refers to the Kentucky Public Service Commission or any succeeding agency.

Communications Systems: Communications Systems are Dedicated Channels and other facilities; (e.g., private microwave, analog/digital carrier, or cable), furnished by a Customer or an other common carrier for communication between premises. These communications systems are not subject to Part 68 of the Federal Communications Commission's rules and regulations.

Company: Company refers to **Access Fiber Group**, unless otherwise clearly indicated by the context.

Company-Provided: The switching, transmission, and other related telecommunications equipment/facilities provided by the Company or by any combination of the Company, the LEC, or other authorized Third Party Vendors contracted by the Company.

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 2 – RULES AND REGULATIONS

CPE: CPE stands for Customer-Provided Equipment which is terminal equipment connected to the telephone network which is owned by the Customer or leased by the Customer from a supplier.

CPNIP: Customer Premises Network Interface Points.

CSPP: Customer Service Payment Plan.

Customer: A Customer is the person, firm, corporation, governmental unit, including and not limited to, educational entity or other entity which orders Service - either for its own use, as a resale carrier, or as a non-profit manager of a sharing group - and which is responsible for the payment of charges and for compliance with this Tariff.

Customer/End User: The terms "Customer/End User" refer to any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this Tariff. The Customer/End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer or party.

Customer Association: A Customer Association is a pre-existing group of Customers (i) having a cognizable commonality of interest apart from their desire to purchase Services from the Company and (ii) engaging in activities as a group apart from the purchasing of Services from the Company.

Customer Commitment Date: The date in which the Company receives a firm commitment from a Customer for the provision of one of the Company's Data Service offerings.

Customer Premises/Customer's Premises: Location(s) designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its Resellers. In the case of non-profit sharing groups, this term includes space at each sharer's place or places of business, as well as space at Customer's place of business.

Dark Fiber Service: Dark Fiber Service is service provided by the Company for the maintenance of optical fiber transmission capacity between customer locations in which the light for the fiber is provided by the Customer rather than the Company.

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 2 – RULES AND REGULATIONS

Dedicated Access: Where Customer's Premises has a non-switched connection to the POP selected by the Company for origination and or termination of calls. When the Dedicated Access is used for Switched Services, the Dedicated Access is referred to as a Dedicated Access line. When Dedicated Access is used to provide Data Services, the Dedicated Access is referred to as local loop.

Defects or Defective Service: A shortcoming or an imperfection in Data Service(s) as a result of mistakes, accidents, errors, omissions, interruption or delay in Service.

Deposit: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

DID: Direct Inward Dial.

Disconnect: To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

Diversity: Diversity is Customer-designated routing which indicates a Customer designated departure from the Company's primary route.

Employees: The term Employees refers to the active and retired employees of the Company and all subsidiaries, affiliates, and any other groups designated by the Company.

End User: The person or legal entity which uses the Service provided by the Company (also referenced as Customer/End User).

Equal Access: Enables the Customer to place long distance calls without the need to first dial a special code.

Exchange Access Line: An Exchange Access Line includes the serving Central Office line equipment and all Company plant facilities up to and including the Company provided network interface.

ICB: Individual Case Basis. A Service provided involving a nonstandard arrangement. The nature of such Service requirements makes it difficult or impossible to establish general Tariff provisions for such circumstances.

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 2 – RULES AND REGULATIONS

IDSL: IDSL stands for ISDN Digital Subscriber Line.

Initial and Additional Period: The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging time in excess of the Initial Period.

Installation: Installation means the connection of a Circuit, Dedicated Access line, or Port, for new, changed or additional Service.

Interface: An Interface is the point at the premises of the Customer, authorized user, joint user, or patron of a sharer of Service at which provision is made for connection of other than Company provided facilities to facilities provided by the Company.

IXC: Interexchange Carrier.

Joint User: A corporation, association, partnership, or individual that is permitted to use a Customer's Service by mutual agreement between the Customer and the Joint User in accordance with the terms and conditions of this Tariff.

LATA: Local Access Transport Area. A geographically defined regulatory boundary established by the Modification of Final Judgment in Civil Action No. 82-0192; or any other area designated as LATA in the NECA Tariff FCC No. 4.

LEC: LEC stands for Local Exchange Company.

Monthly Recurring Charge ("MRC"): The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Message, Local: A Local Message is a message between telephones where the called telephone is within the unlimited, message unit, or primary calling area of the calling telephone.

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 2 – RULES AND REGULATIONS

Minimum Service Period: The Minimum Service Period is a stated length of time that a Customer is required to retain Service at a specific location.

Move: A Move is the relocation of equipment and wiring associated with a Customer's Service.

Non-recurring Charge ("NRC"): The initial charge, usually assessed on a one-time basis, to initiate and establish service. NRC may also apply to a service enhancement or change.

POP: Point-of-Presence. A physical place at which the local telephone company terminates subscriber Circuits for long distance dial-up or leased-line communications or a Company-designated location where a facility is maintained for the purpose of providing access to the Company's Service.

Port: The physical or electrical interface through which access to the communications network is obtained.

Premise: A building or buildings on contiguous property.

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

Registered Equipment: Registered Equipment is equipment that complies with and has been approved within the registration provisions of Part 68 of the FCC's Rules and Regulations.

Reseller: A Customer that resells the Company's Service(s) with the Company's authorization.

Residence or Residential: A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

Service: Service consists of any Local Exchange Service provided by the Company pursuant to this Tariff.

Service Commitment Period: The Service Commitment Period is the period selected by the Customer, agreed to by the Company, and stated on the relevant Application for Service during which the Company will provide and Customer will accept and pay for the Service described therein.

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 2 – RULES AND REGULATIONS

Service Order: The written request for services executed by the Customer and the Company in the format devised by the Company. The signing of an Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the services is calculated from the Service Commitment Period.

State: State refers to the State of Tennessee.

Switched Access: The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

T-1 Digital Service: T-1 Digital Service, also called T-1, is a digital link between two points. This link typically transmits at speeds of 1.544 megabits per second. In most cases, this service allows twenty-four access paths between any two points.

Telecommunications: The transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Terminal Equipment: Devices, apparatus, and their associated wiring provided by a Customer which do not constitute a Multi-Line Terminating System and which, when connected to the communications path of the telephone system are so connected either electrically, acoustically, or inductively are referred to as Terminal Equipment.

Transmission Speed: For the purposes of this Tariff, Transmission Speed denotes the line speed in Bits or Baud per seconds (bps).

Underlying Carrier: Underlying Carrier refers to any Local Exchange Carrier certified by the Commission that provides Local Exchange Services resold by the Company pursuant to this Tariff.

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

V&H: Vertical and Horizontal geographic coordinates.

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of Kentucky. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the company. The Company 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 a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.

2.1.3. The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of services necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 2 – RULES AND REGULATIONS

2.2 Limitations of Services

2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.

2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

2.2.4 The Company's services are available for use twenty-four hours per day, seven days per week.

2.2.5 The Company may rely on third parties to provide a portion of the Company's Service. The selection of the Third Party Vendors is made by the Company. The Company reserves the right to change Third Party Vendors at any time.

2.2.6 The Company reserves the right, without incurring liability, to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.

2.2.7 The Company does not transmit messages, but the services may be used for that purpose.

2.2.8 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.

2.2.9 Customers shall not use the service provided under this tariff for any unlawful purpose.

2.2.10 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 2 – RULES AND REGULATIONS

2.3 Liabilities of the Company

2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.

2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

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

2.3.4 The Company's liability 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 shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.

2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.

2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

2.3 Liabilities of the Company (continued)

2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.3.8 The Company does not guarantee or make any warranty with respect to Service installation or use at locations where there is present an atmosphere that is explosive, prone to fire, dangerous, or otherwise unsuitable. The Customer will indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person(s), or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of Service furnished by the Company at such locations.

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

2.3.10 The Company will 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. The work will be performed with reasonable diligence, and, if practicable, at times that will cause the Customer the least inconvenience.

2.3.11 If the Company's failure of performance is thirty-five (35) days or less, Service shall not be subject to cancellation. Rather, an appropriate percentage of charges for the directly affected Service shall be abated for such Service interruption. If the Company's failure of performance is for more than thirty-five (35) days, then the directly affected Service may

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 2 – RULES AND REGULATIONS

be canceled by either the Company or the Customer without liability other than the Customer's liability for payment for said Service provided prior to cancellation.

2.3.12 The Customer is responsible for taking all necessary legal steps for interconnecting the Customer-provided terminal equipment with Company-designated facilities. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer-provided terminal equipment with Local Access. In addition, the Customer shall comply with applicable Local Access Provider's signal power limitations and requirements.

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 2 – RULES AND REGULATIONS

2.4 Use of Service

2.4.1 The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth herein. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.

2.4.2 Service furnished by the Company may be arranged for joint use or authorized use. The joint user or authorized user shall be permitted to use such Service in the same manner as the Customer, but subject to the following:

(A) One joint user or authorized user must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all joint users or authorized users in the application for Service. Service orders which involve the start, rearrangement or discontinuance of joint use or authorized use Service will be accepted by the Company only from that Customer and will be subject to all regulations of this Tariff.

(B) All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or authorized user which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or authorized user shall be liable to the Company for all charges incurred as a result of its use of the Company's Service. Each joint or authorized user must submit to the designated Customer a letter accepting contingent liability for its portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or authorized user understands that the Company will receive a copy of

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

the guaranty from the designated Customer. The Customer shall be responsible for allocating charges to each joint user or authorized user.

2.4 Use of Service (continued)

2.4.3 In addition to the other provisions in this Tariff, Customers reselling Company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between the Company and the Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.

2.4.4 Service furnished by the Company shall not be used for any unlawful or fraudulent purposes such as:

(A) use of electronic devices, invalid numbers, and false credit devices to avoid payment for Services contained in this Tariff either in whole or in part; and

(B) to make Calls which might reasonably be expected to frighten, abuse, torment, or harass another.

2.4.5 Nor shall Service be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier, an enhanced or electronic Service provider who has subscribed to the Company's Services. However, this provision does not preclude an agreement between the Customer, authorized user, or joint user to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 2 – RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.

2.5.2 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.

2.5.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.

2.5.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.

2.5.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 2 – RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's 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 subscriber and in compliance with 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 communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.

2.5.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.

2.5.8 The Customer must pay for the loss through theft of any Company equipment installed at the Customer's premise.

2.5.9 If the Company installs equipment at the Customer's premises, the Customer shall be responsible for payment of any applicable installation charges.

2.5.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 2 – RULES AND REGULATIONS

2.6 Cancellation or Interruption of Services

2.6.1 Without incurring liability, upon five (5) working days' (defined as any day on which the Company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

2.6.1.A For nonpayment of any regulated sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,

2.6.1.B For violation of any of the provisions of this tariff,

2.6.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company's services, or

2.6.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

2.6.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

2.6.3 If the Customer terminates service, Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customer will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 2 – RULES AND REGULATIONS

2.7 Credit Allowances

2.7.1 Credit shall not be issued for unavailability of long distance services.

2.8 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.9 Deposit

The Company may require deposits to establish service for a Customer. All deposits will be handled in accordance with Commission Rules. Upon initiation or re-initiation of service, Company may require a cash deposit from a prospective customer, a presently disconnected customer, or a former customer for the purpose of guaranteeing final payment for service when, in the judgment of the Company, such deposit is necessary. The Company may require such deposit prior to providing service or require deposit payment by separate bill or coincident with or included in the first monthly billing. If such deposit has not been made at the time specified, service may be withheld or discontinued. Such required deposit shall not exceed the amount of an estimated bill for two regular billing periods or in the case of a customer whose bills are payable in advance, it shall not exceed an estimated bill for one regular billing period, plus two months estimated toll. Additionally, a utility may require, upon five (5) days' written notice, a deposit, as stated hereinabove, from a customer whose account is not in good standing, from a customer whose deposit has been refunded or found to be inadequate, or if a customer's usage increases sufficiently to warrant an additional deposit.

2.10 Advance Payments

The Company reserves the right to collect an advance payment from Customers in an amount not the exceed two (2) month's estimated charges as an advance payment for service. The Company does not pay interest on advance payments.

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 2 – RULES AND REGULATIONS

2.11 Payment Plans and Options for Contract Services

2.11.1 General

A The regulations specified herein are applicable to specific services as indicated in each service's respective section of this Tariff.

B Services furnished under Customer Service Payment Plan (CSPP) are subject to all general regulations applicable to the provision of service by the Company as stated elsewhere in this Tariff except as noted herein.

C The CSPP are payment plans which allow customers to pay fixed or variable rates for services provided over variable contractual payment periods. A specific monthly rate applies for the duration of each period. Payment periods for services provided under CSPP will be described in the services' specific tariff section. The following is an example of payment periods offered.

1 Payment Plan A – payment periods may be selected from 13 months to 36 months in length.

2 Payment Plan B – payment periods may be selected from 37 to 60 months in length.

D When the customer extends service beyond the longest service period offered, then rates for the longest available service period will apply.

E When the Customer orders service to be provided under a CSPP arrangement, the customer must designate to the Company the payment plan and the service period, e. g. Payment Plan B and forty eight (48) months.

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 2 – RULES AND REGULATIONS

2.11 Payment Plans and Options for Contract Services (continued)

2.11.2 Application of Rates and Charges

A Rates stabilized under a CSPP arrangement are exempt from Company-initiated increases.

B When customers renew or change the length of their payment period, the rates applicable for the new period are those currently in effect at the time of the renewal or change in the length of the payment period. A service charge will not be applicable for such renewals or changes to the payment period.

C Recurring rates and installation, termination, service establishment, Service Connection and other nonrecurring charges apply according to the appropriate schedules for services offered as associated items to Contracted Services, and are filed elsewhere in this Tariff.

D Customer requests for inside moves of service will not affect the contract period.

E A change in jurisdiction will not constitute a disconnect of service provided the new CSPP arrangement is at least the minimum number of months allowable under Payment Plan A or equals/exceeds the remaining service period, whichever is greater, and provided the new CSPP arrangement is for the same customer at the same location for the same capacity service.

2.11.3 Termination Liability Charge

A In the event that all or any part of a service is disconnected at a customer's request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a termination charge of 100% of the monthly recurring charge times the number of remaining months, unless otherwise stated in that service's section of this Tariff.

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 2 – RULES AND REGULATIONS

2.11 Payment Plans and Options for Contract Services (continued)

2.11.4 Additions

A Additions of services or rate elements, e.g. Ports, new local channels, interoffice channels, etc., must be under a new CSPP arrangement at rates and charges as specified in 2.11.2 preceding

B Termination charges for premature disconnection of added contractual services will apply as set forth under Disconnects as stated in 2.11.5 following.

2.11.5 Disconnects

A When a service or rate element, included under a CSPP arrangement, is disconnected prior to expiration of the selected service period, Termination Liability Charges apply as set forth in the rate regulations in this Tariff for such service. Remaining services or rate elements will not be affected by such disconnects.

B When a tariff service under a CSPP arrangement is disconnected prior to the expiration of a selected service period as a result of a change of Tariff jurisdiction, Termination Liability Charges will not apply when:

- the completed service period is twelve months ,or twenty-five percent of the length of the originally selected CSPP service period, whichever is greater, and

- the service orders to install the new service and disconnect the old service are related together and there is no lapse in service between installation of the new service and disconnection of the existing service, and

- the service orders are for the same customer at the same location.

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

2.11 Payment Plans and Options for Contract Services (continued)

2.11.5 Disconnects (continued)

C If a Customer (1) orders Services requiring special facilities dedicated to the Customer's use or requests that the Company order special facilities as a agent of the Customer and (2) subsequently cancels its order before Service begins, before completion of the minimum service period or before completion of some other mutually agreed upon period, the Customer is responsible for all costs incurred expressly on behalf of the Customer by the Company, including those costs incurred as an agent of the Customer. If special construction has begun or been completed, the Customer is responsible for all construction costs incurred by the Company on the Customer's behalf.

2.11.6 Moves of Equipment

A The appropriate nonrecurring charges for inside moves for items associated with contract services as specified in this and other Tariffs are applicable. This type movement will not affect the contract period.

B Customer requests for moves of service(s) under CSPP, other than inside moves, will be subject to the conditions stated in 2.11.12 following.

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 2 – RULES AND REGULATIONS

2.11 Payment Plans and Options for Contract Services (continued)

2.11.7 Requests for Changes in Length of Optional Payment Period

A Subsequent to the establishment of a contract with a CSPP period, and prior to the completion of that period, the existing payment period may be replaced by:

1 A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement, subject to the following conditions:

(a) No credit will be given for payments made during the formerly selected period.

(b) The new payment period begins with the new CSPP effective date.

(c) No termination charge applies for the remaining portion of the former payment period.

(d) Nonrecurring charges will not be reapplied.

(e) A service charge will not apply.

2 A currently offered payment period at the current rates, with a length shorter than the time remaining in the existing service agreement, subject to the following conditions:

(a) No credit will be given for payments made during the formerly selected period.

(b) The new payment period begins with the new CSPP effective date.

(c) No termination charge applies for the remaining portion of the former payment period.

(d) Nonrecurring charges will not be reapplied.

(e) A service charge will not apply.

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 2 – RULES AND REGULATIONS

2.11 Payment Plans and Options for Contract Services (continued)

2.11.8 Renewal Options

A The customer has the following renewal options:

1 Prior to completion of the current payment period, any period available under the CSPP may be selected at the rates in effect for new customers at the time of renewal. The customer will be charges the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.

2 Service may be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in this Tariff. The customer has no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge. The one month service will be subject to Company-initiated rate adjustments when approved by the appropriate regulatory authority.

3 If the customer does not elect an additional payment period or does not request discontinuance of service, service will be continued at the monthly rate currently in effect for the month-to-month payment rate, under the terms specified in B, preceding.

B Service charges are not applicable for services renewed under the CSPP. Any new rate elements added at the time of renewal will be subject to all appropriate service charges and other nonrecurring charges.

C The Company may discontinue or change any or all renewal options with approval of the appropriate regulatory authority.

D When a customer renews a CSPP arrangement, the rates and charges in effect on the first day of service of the renewal will apply.

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 2 – RULES AND REGULATIONS

2.11 Payment Plans and Options for Contract Services (continued)

2.11.8 Renewal Options (continued)

E Recognition of previous service will be given to customers who renew an existing CSPP arrangement, for all associated rate elements at the same location(s), provided that the length of the new CSPP arrangement is at least the minimum number of months allowable under Payment Plan A or equals/exceeds the remaining service period of the original CSPP arrangement, whichever is greater.

F To determine the appropriate CSPP for the renewed arrangement, recognition of service will consist of the sum of months in service of the completed service arrangement and the sum of the months of the proposed service period of the CSPP arrangement. For example, a CSPP arrangement for a thirteen month service period under Payment Plan A is renewed for twenty-four months with no changes at the end of the thirteen month period. The sum of months for the completed and proposed service periods would equal thirty seven months and would be billed under Payment Plan B. Another example is a Month-to-Month customer, in service for twelve months, who wishes to convert to a forty month CSPP arrangement with no changes. The combined service period of the Month-to-Month arrangement and the CSPP arrangement is equal to fifty-two months, which would be billed under Payment Plan B.

2.11.9 Transfer of Service

A Service may be transferred to a new customer at the same location upon prior written concurrence by the new customer as specified in this Tariff. This does not constitute a disconnection of service or a discontinuance of an existing CSPP arrangement. The new customer will be subject to all provisions and equipment configurations currently in effect for the previous customer. Regulations concerning transfer of service between subscribers as state in other sections of this Tariff also apply under CSPP.

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

2.11 Payment Plans and Options for Contract Services (continued)

2.11.10 Deferred Payment

A Payment of nonrecurring charges for services with contract payment plans which have been approved for deferred payments may be deferred over the length of the customer's payment period or shorter period (in annual increments) subject to the conditions specified in the Tariff for the contracted service as well as the conditions following:

1 The charges to be deferred must be the Installation, Service Establishment and/or other nonrecurring charges (including the applicable interest).

2 The payment period must be longer than one month.

3 The minimum amount deferrable shall be the minimum amount set forth in the specific tariff for the contracted service.

4 Interest on deferred amounts will be calculated at the rate set forth in the deferred payment agreement concurred in by both the customer and the Company. The interest rate shall be reviewed periodically by the Company. If the Company determines that the maximum interest rate allowed by law is insufficient to cover the costs of providing the deferred payment option, the Company will suspend the availability of said option until such time as the costs of providing said option can be recovered through the application of an allowed interest rate specified by law. Suspension of the deferred payment option will not affect customers with existing deferred payment agreements that were made prior to the effective date of such suspension.

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

5 The deferred charges (including interest) will be prorated on a monthly basis over the length of the selected deferral period.

2.11 Payment Plans and Options for Contract Services (continued)

2.11.11 Deferred Payment (continued)

6 All deferred charges must be paid in full when the customer:
(a) Disconnects service, for the system or service prior to expiration of the deferral period.
(b) Fails to pay a monthly amount within thirty days of its due date.

7 The customer may prepay only the total outstanding deferred charges at any time during the selected deferral period. The customer will be given a credit for the amount of unearned interest. The customer may not prepay less than the total of the outstanding deferred charges.

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 2 – RULES AND REGULATIONS

2.11 Payment Plans and Options for Contract Services (continued)

2.11.12 Prepayment

The customer may prepay the total outstanding recurring, monthly rates for contracted services, approved for prepayment, for payment periods greater than one month. The prepayment of monthly rates in no way constitutes a purchase and the Company retains full ownership of all services covered by the prepayment. The following conditions apply:

A Customers who prepay six months or more will have an allowance applied. The interest rate credit for prepayments shall be based on market interest rates that will change periodically, and will be calculated by the Company.

B Monthly rates for all services covered by a single Letter of Election must be prepaid. Monthly rates must be prepaid for services added subsequently and placed on the same Letter of Election (i.e., customer-elected coterminous option) with a prepaid service.

C Customers who change the length of a prepaid payment period will be credited any unused portion of the prepayment, subject to termination charges as specified preceding and/or in the Tariff for the contracted service.

D Customers who prematurely disconnect will have termination or cancellation charges deducted from the prepaid amount and any balance credited to their account.

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 2 – RULES AND REGULATIONS

2.11 Payment Plans and Options for Contract Services (continued)

2.11.13 Moves of Service(s) under CSPP

Termination Liability Charges will not apply to customer requests for moves of service under CSPP from one location to another location subject to the following:

A The original and new premises locations must be in Company territory within the same state.

B The move from the original location to the new location must be completed within thirty days of the original premises disconnect date.

C No lapse in billing will occur for moves of service under CSPP.

D Orders to disconnect the existing service and reestablish it at the new location must be related.

E Any rate elements from the original location that are not reestablished at the new location will be subject to applicable Termination Liability Charges.

F Any additions made at the new location will be treated as coterminous additions in accordance with 2.11.4 preceding.

G All regulations and charges for changes made to the service coincident to the move shall apply.

H All appropriate nonrecurring charges for moves of service as specified in this Tariff will apply.

I Moves of service that involve a change of jurisdiction, e.g., intraLATA to intrastate, intrastate to interstate, etc., will not be treated as a disconnect of service with regard to Termination Liability Charge application. The customer must subscribe to a payment arrangement offered in the appropriate interstate

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

tariff which is at least the minimum number of months allowable under Payment Plan A or equals/exceeds the remaining contract period, whichever is greater.

2.12 Payment and Billing

2.12.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. The due date shall be at least 15 days after the billing date. Interest at the rate of 1.5% per billing cycle, or the amount otherwise authorized by law, whichever is lower, will accrue upon any unpaid amount commencing 30 days after rendition of bills.

2.12.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All usage will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. The initial billing may, at Company's option, also include one month's estimate usage billed in advance. Thereafter, charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

2.12.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company within 30 days after such bills are rendered.

2.13 Collection Cost

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.14 Taxes

2.14.1 General

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

2.14.2 Tax Exemption Certificate

In order to be granted tax exempt status, a Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time Service is ordered. New Customers are required to provide the requested documentation at the time Service is ordered.

2.15 Late Charge

A late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

2.16 Reconnection Fee

Reconnection charges occur where service to an existing Customer has been discontinued for proper cause, and the Customer desires to resume service with the Company. Where a Customer desires reconnection, the Customer will be charged a fee to cover the cost to the Company of restoring service to the Customer. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

2.17 Return Check Charge

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

Company will bill the Customer a returned check charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as a cashier's check, certified check or money order.

2.18 Interruption of Service

2.18.1 Without incurring liability, the Company may interrupt the provision of Services at any time in order for tests and inspections to be performed to assure compliance with Tariff regulations and the proper installation and operation of Customer's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

2.18.2 No credit for recurring monthly charges will be issued for outages less than twenty-four consecutive hours in duration. For Customers with Service subject to a monthly recurring charge, Service interruptions of greater than twenty-four (24) consecutive hours' duration will receive a credit equal to the number of hours of Service interruption divided by 720 hours times the monthly recurring charge for the Service.

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 3 – DESCRIPTION OF SERVICES

3.1 Start of Billing

For billing purposes, the start of service is the day following acceptance by the Customer of the Company's service or equipment, or another date mutually agreed-upon by the Customer and the Company. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation as described in Section 2 of this Tariff.

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 3 – DESCRIPTION OF SERVICES

3.2 Computation of Charges

3.2.1 Where applicable, usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

3.2.2 Where applicable, the airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V&H Coordinates Tape and Bell's NECA Tariff No. 4

3.2.2.A The airline distance between any two (2) rate centers is determined as follows:

3.2.2.B Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Race Center from the above-referenced document.

3.2.2.B.1 Compute the difference between the "V" coordinates for the two (2) rate centers; and the difference between the two (2) "H" coordinates (X1-X2=V; Y1-Y2=H).

3.2.2.B.2 Square each difference obtained in step (B) above (V2:H2).

3.2.2.B.3 Add the square of the "V" difference and the square of the "H" difference obtained in step C above (V2+Y2=S).

3.2.2.B.4 Divide the sum of the squares by 10 (S/10=M).

3.2.2.B.5 Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
FORMULA:

$$\sqrt{\frac{[(V1 - V2)^2 + (H1 - H2)^2]}{10}}$$

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 4 – RESERVED FOR FUTURE USE

3.3 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone or by fax to the Company at:

201 Summit Parkway
Birmingham, Alabama 35203
(205) 271-2477 or (205) 271-8420
(205) 940-9067 fax

Any objection to the billed charges should be reported promptly to the Company. The Customer should notify the company of any disputed items on an invoice within thirty (30) days. In the event of a dispute between the Customer and the utility respecting any bill, the utility may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The utility shall make such investigation as may be appropriate to the particular case and report the result thereof to the customer. In the event the dispute is not reconciled, either party may make application to the Commission for review and disposition of the matter.

Where over-billing of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount over-billed.

3.4 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services unless otherwise state in that service's section of this Tariff.

3.5 Billing Entity Conditions

When billing functions on behalf of the company or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name and number will appear on the Customer's bill.

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 4 – RESERVED FOR FUTURE USE

3.6 Service Offerings

3.6.1 Specialized Pricing Arrangements

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. All specialized pricing arrangements are subject to Commission review.

3.7 Miscellaneous Services

3.7.1 Order Change

An Order Change is a change in the Customer's service requested subsequent to installation.

3.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The company will notify the Commission of such offerings as required by Commission rules and regulations.

3.9 Individual Case Basis Pricing

3.9.1 Individual Case Basis (ICB) Pricing is a service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer.

3.9.2 Rates, terms or conditions for Services may be determined on an Individual Case Basis and determined by contract between the Company and the Customer.

3.9.3 Customer-specific contracts may include, but are not limited to:

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 4 – RESERVED FOR FUTURE USE

(A) Central Office-based Services;

(B) High Speed Private Line Services;

(C) Customized Services that are required because of size or configuration;

(D) Customer volume of revenue commitments for which the Company must meet competitive demand of the marketplace.

(E) Special construction Services;

(F) Any other Service for which the Company has authority to enter into Customer-specific contract pursuant to the Commission's rules.

3.9.4 The Company will comply with the Commission's rules pertaining to ICB contracts.

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 4 – RESERVED FOR FUTURE USE

4.1 RESERVED FOR FUTURE USE

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 5 – RESERVED FOR FUTURE USE

5.1 RESERVED FOR FUTURE USE

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 6 – MISCELLANEOUS SERVICE/CHARGES

6.1 Special Service Arrangements

Customer-specific service arrangements, which may include engineering, installation, construction facilities, assembly, and/or other special Services, may be furnished in addition to existing Tariff offerings. Rates, terms, and conditions plus any additional regulations, if applicable, for the special service arrangements will be developed upon Customer's request. Unless otherwise specified, the regulations for the special service arrangements are in addition to the applicable regulations specified in other sections of this Tariff.

6.2 Miscellaneous Services

The Customer may request changes in circuit engineering, equipment, service parameters, premise locations or other change requests. These changes, in addition to changes related to Customer negligence as set forth in Section 2 of this tariff, are subject to the following:

6.2.1 Order Change

Per Order Change:	$50.00

6.2.2 Reconnect Charge

Per account reconnection:	$50.00

6.2.3 Bad Check Charge

Per returned and/or bad check:	$30.00

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 7 – RESERVED FOR FUTURE USE

7.1 RESERVED FOR FUTURE USE

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 8 – DARK FIBER

8.1 Dark Fiber – General

Dark Fiber facilities shall normally be installed using single mode, fiber optic facilities suitable for provisioning point-to-point communications, transmitting at Customer specified bandwidths, Multimode fiber, at the Customer's request, may be used depending upon facilities availability. These Dark Fiber facilities are available only where sufficient facilities are provided in Company's network, and charges will be provided as referenced in 8.2 of this Tariff and/or on an Individual Case Basis (ICB), as filed with the Commission. Dark Fiber will be offered in increments of two (2) fiber strands per dark fiber network, with the initial minimum number of strands being four (4) dark fiber strands with each fiber strand terminating on a standard optical patch panel. As Company does not provide the electronics, Company cannot test and monitor the facilities. When available, pricing will be on a per strand per mile basis.

When provided, the type of facility and the route of the facility will be determined by Company. Company makes no guarantee or warranty of the suitability of Dark Fiber for purposes intended by the Customer. The Company does not provide any service level or guarantee on our dark fiber offering however, the Company will make best effort to restore service as timely as possible.

Access Fiber Group's Dark Fiber offering is provided on month-to-month term, Customer Service Payment Plan (CSPP), Operating Leases and via Access Fiber Group's Indefeasible Right of Use Term Agreement (IRU Agreement) for term plans greater than five (5) years.

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION 8 – DARK FIBER

8.2 Dark Fiber – Rates and Charges

8.2.1 Dark Fiber

Per each fiber strand facility terminated at end users designated serving wire center or Company maintained central office collocation arrangement

		Nonrecurring Charge	Monthly Recurring M-M Charge
A	per fiber strand per route mile or fraction thereof, four (4) fiber strand minimum.	ICB	$170.00

		Nonrecurring Charge	Monthly Recurring Charges 13-36 Months	37-60 Months	>60 Months
B	per each fiber strand per route mile or fraction thereof, four (4) fiber strand minimum	ICB	$155.00	$135.00	ICB

8.2.2 Dark Fiber Collocation Cross- Connect

Per each fiber strand terminated at Company designated serving wire center.

		Nonrecurring Charge	Monthly Recurring M-M Charge
A	Per Fiber Strand Terminated	ICB	$50.00

8.2.3 Dark Fiber Trouble Determination Charge

The customer shall be responsible for payment of a Trouble Determination Charge for visits by the Company to the premises of the customer where the service difficulty or trouble report results from the use of equipment or facilities provided by the customer.

		Nonrecurring Charge
A	Per Customer Request, per Occurrence Month-to-Month	$300.00

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

EXHIBIT D

Access Fiber Group, Inc.

201 Summit Parkway
Birmingham, AL 35209

Invoice

Date	Invoice #
11/19/2009	BHM.RR.005

Bill To
SAMPLE INVOICE 123 MAIN STREET LEXINGTON, KY XXCCD

P.O. No.	Terms	Project
OL1119-01-09	Net 15	

Quantity	Description	Rate	Amount
1	OPERATING LEASE 1119-01-09 ATTACHMENT A-1	3,500.00	3,500.00
0.06	FRANCHISE FEE PER CONTRACT	3,500.00	210.00

Thank you for your business.

Total $3,710.00

TARIFF BRANCH
RECEIVED
11/24/2009
PUBLIC SERVICE
COMMISSION
OF KENTUCKY