# KENTUCKY ACCESS SERVICES TARIFF

# FOR

# KENTUCKY HEARING AND TELEPHONE COMPANY

This TARIFF contains descriptions, regulations and rates applicable to the provision of Intrastate telecommunications services and facilities by Kentucky Hearing and Telephone Company within the State of Kentucky. Copies may be inspected during normal business hours at the Company's principal place of business at:

Kentucky Hearing and Telephone Corp
1213 E. Alton Gloor Blvd, Suite F
Brownsville, TEXAS 78526

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PUBLIC SERVICE COMMISSION
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EXECUTIVE DIRECTOR
TARIFF BRANCH
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EFFECTIVE
10/21/2010
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



**Submitted:** October 5, 2010

By: Tel***LAW***Com Labs Inc.
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## Check Sheet

This is the **Original** version of the Kentucky Hearing and Telephone L.L.C. tariff. This tariff is effective as of the date shown. As changes to this tariff are made and filed, pages will be added, modified or substituted. In that event, the new effective dates will be noted at the bottom of each changed or modified tariff page. The table below will also be updated.

| Page | Revision | Page | Revision | |
|---|---|---|---|---|
| 1 | Original | 18 | Original | |
| 2 | 1st Revised | 19 | Original | (T) |
| 3 | Original | 20 | Original | |
| 4 | Original | 21 | Original | |
| 5 | Original | 22 | Original | |
| 6 | Original | 23 | Original | |
| 7 | Original | 24 | Original | |
| 8 | Original | 25 | Original | |
| 9 | Original | 26 | Original | |
| 10 | Original | 27 | Original | |
| 11 | Original | 28 | 1st Revised | (T) |
| 12 | Original | 29 | Original | |
| 13 | Original | 30 | Original | |
| 14 | Original | | | |
| 15 | Original | | | |
| 16 | Original | | | |
| 17 | Original | | | |



**Submitted:** December 3, 2014

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## TABLE OF CONTENTS

**Check Sheet** …….2

**Table of Contents** ……..…….…….3

**Symbols** ……..……...……..…4

**Tariff Format** ……..…….…….……5

**Section 1 – Definitions** ……..……...……6

**Section 2 – Rules and Regulations** ……...…..…...…9

**Section 3 – Ordering Options for Access Service** ……25

**Section 4 – Switched Access Service** ……..…26

**Section 5 – Switched Access Rates** ……..…..27

**Section 6 - Wireless Termination** …….……29

**Section 7 – Contracts and ICB Arrangements** ……..…..30



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## SYMBOLS

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

C Changed regulation.

D Delete or discontinue.

I Change resulting in an increase to a customer bill.

M Moved from another tariff location.

N New.

R Change resulting in a reduction to a customer bill.

T Change in text or regulation but no change in rate or charge.



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## TARIFF FORMAT

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

B. Sheet Revision Numbers - Revision numbers also appear in the lower right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to the 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.(i).

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

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

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

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## SECTION 1- DEFINITIONS

Certain terms used generally throughout this tariff for the Access Services of this Company are defined below:

**Access Code:** A uniform seven-digit code assigned by the Company to an individual Customer. The seven-digit code has the form 950-XXXX or 101XXXX.

**Access Service:** Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

**Access Service Request (ASR):** The industry standard service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

**Access Tandem:** An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

**Authorized User:** A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions, to use Access Services.

**Carrier or Common Carrier:** See Interexchange Carrier or Exchange Carrier.

**Co-Carrier:** Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

**Commission:** The Kentucky Public Service Commission

**Common Channel Signaling (CCS):** A high-speed packet switched communications network that is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

**Company:** Kentucky Hearing and Telephone L.L.C., issuer of this tariff

**Constructive Order:** Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

**Customer:** The person, firm, corporation or other entity that orders Service and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

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Definitions, Continued:

**8XX Data Base Access Service:** The term "8XX Data Base Access Service" denotes a toll-free originating Trunk side Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used.

**End User:** Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

**Entrance Facility:** A trunk facility connecting the Customer's point of presence with the local switching center.

**Exchange Carrier:** Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

**Firm Order Confirmation (FOC):** Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date. Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

**ICB** - Individual Case Basis; standard tariff pricing is not available. Each installation is individually priced and negotiated with the customer.

**Interexchange Carrier (IXC) or Interexchange Common Carrier**: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

**LATA:** A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

**Line Information Data Base (LIDB)**: The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

**Local Access:** The connection between a Customer's premises and a point of presence of the Exchange Carrier.

**Local Switching Center:** The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

**Local Traffic:** Traffic is "Local Traffic" under this tariff is: (i) the call originates and terminates in the same exchange area; or (ii) the call originates and terminates within different Company Exchanges that share a common mandatory local calling area, e.g., a mandatory Extended Local Calling Service (ELCS) or Extended Area Service areas (EAS) or other like types of mandatory local calling scopes.



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**Meet Point:** A point of interconnection that is not an end office or tandem.

Definitions, Continued:

**Meet Point Billing:** The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff.

**Mobile Telephone Switching Office:** Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

**Mutual Traffic Exchange:** A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

**Network Services:** The Company's Telecommunications Access Services offered on the Company's Network.

**Non-Recurring Charges:** The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

**OEAS Traffic:** Optional Expanded Area Service Traffic (OEAS): Optional service found in large urban areas financed by separate charge on end users that elect service as defined by a tariff approved by the Commission.

**Off-Hook:** The active condition of Switched Access or a telephone exchange service line.

**On-Hook:** The idle condition of switched access or a telephone exchange service line.

**Out of Band Signaling:** An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

**Point of Presence:** Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

**Premises:** The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

**Presubscription:** An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PlC).

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

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Definitions, Continued:

**Service Order:** The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff.

**Services:** The Company's telecommunications Access Services offered on the Company's Network.

**Signaling Point of Interface:** The Customer designated location where signaling information is exchanged between Company and Customer.

**Signaling System 7 (SS7):** The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

**Switched Access Service:** Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this tariff.

**Trunk:** A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

**Wireless Provider:** Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

2.1.1 Scope

A. The Company's services offered pursuant to this Tariff are furnished for Switched Access Service.

B. The Company may offer these services over its own or resold or leased facilities.

C. The Company installs, operates, and maintains the communications services provided herein 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 arrangements.

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D. The Company's services and facilities are provided on a monthly basis unless otherwise indicated, twenty-four hours per day, seven days per week.

2.1.2 Shortage of Equipment or Facilities

A. The Company reserves the right to limit or to allocate the use of facilities, when necessary due to lack of facilities or other cause beyond the Company's control.

B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other Carriers from time to time to furnish service as required at the sole discretion of the Company.

C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.1.3 Terms and Conditions

A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days.

B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or originating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.

C. Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3 .D below.

D. Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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2.1.4 Liability of the Company

A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

B. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this tariff, the Company's liability, if any, shall be limited as provided herein.

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

D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.

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

F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether

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suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.

G. The Company shall not be liable for any defacement of or damage to Customer's Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.

H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff

I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this tariff.

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

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K. The Company makes no warranties or representation, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

L. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services.

M. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, 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 or persons, 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.

N. The Company shall not be liable for Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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2.1.5 Notification of Service-Affecting Activities

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

2.1.6 Provision of Equipment and Facilities

A. The Company shall use reasonable effort to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

B. The Company shall use reasonable effort to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

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

E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises 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.

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities provided 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. Notwithstanding the above, the Company shall not be responsible for:



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1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
2. the reception of signals by Customer-provided equipment; or
3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters that affect telecommunications services.

H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

2.1.7 Non-routine Installation

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

2.1.8 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable- effort basis at the request of the Customer. Special construction is that construction undertaken and characterized by one or more of the following:

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. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;

D. where facilities are requested in a quantity greater than that which the Company would normally construct;

E. where installation is on an expedited basis;

F. on a temporary basis until permanent facilities are available;

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10/21/2010
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

G. installation involving abnormal costs; or

H. in advance of its normal construction schedules.

Special construction charges for Switched Access Service will be determined on an individual case basis.

2.1.9 Ownership of Facilities

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

## 2.2 Prohibited Uses

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

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the Reseller intends to provide intrastate services, is certified with the appropriate state entity.

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

## 2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

A. the payment of all applicable charges pursuant to this tariff

B. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage, and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;



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Bunt Kirtley
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10/21/2010
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain a proper operating environment on Premises;

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

E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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

G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

2.3.2 Claims

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

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10/21/2010
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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

B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

### 2.3.3 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below.

A. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole-number percentages will be used by the Company to apportion usage and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used where the call detail does not identify the jurisdiction of the traffic.

B. Originating Access: Originating access minutes are traffic originating from the Company's Local Switching Center(s). The Customer should provide the Company with a projected PIU factor on a quarterly basis.

C. If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis at 50 percent interstate and 50 percent intrastate traffic.

D. Terminating Access: For Feature Group D Switched Access Service(s), the Customer should provide the Company with a projected PIU factor for terminating access minutes on a quarterly basis, as described below.

E. If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis at 50 percent interstate traffic and 50 percent intrastate traffic.

F. Except where the Company-measured access minutes are used as set forth above, the Customer-reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

G. Effective on the first of January, April, July and October of each year the Customer should update its interstate and intrastate jurisdictional report. The Customer should forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or

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EFFECTIVE
10/21/2010
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided above.

H. Jurisdictional Reports - Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data used to determine the projected PIU factor. The Customer will supply the data within 30 days of a Company request

I. The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, as its own expense, has the right to retain an independent auditing firm.

## 2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R. Part 68, and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions asset forth in Section 2.6 following is not applicable.

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EFFECTIVE
10/21/2010
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

B. Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 Interconnection of Facilities

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

B. Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.

2.4.4 Inspections

A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company- owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request five business days in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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## 2.5 Payment Arrangements

2.5.1 Payment for Service

A. The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

B. Taxes - The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices.

2.5.2 Billing and Collection of Charges

A. Unless otherwise specified herein, bills are due and payable upon receipt.

B. The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued during the preceding billing period.

C. Non-Recurring Charges are due and payable within 30 days after the invoice date. The Company shall present invoices for all Charges monthly to the Customer.

D. Amounts not paid by the due date indicated on an invoice will be considered past due. The Company will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds 30 days. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash.

E. In addition to other penalties or fees, the customer will be assessed a Returned Payment charge of $100.00 for each check for other instrument that a financial institution refuses to honor for any reason.

F. If a service is disconnected by the Company in accordance with Section 2.5.3 following and later restored, restoration of service will be subject to all applicable installation charges.

G. The Customer shall notify the Company in writing of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure.

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2.5.3 Refusal and Discontinuance of Service

Upon nonpayment of any amounts owing to the Company, the Company may, after giving written notice to the Customer, discontinue or suspend service without incurring any liability. In addition:

A. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

B. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company may discontinue or suspend service without incurring any liability.

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

D. Upon the Company's discontinuance of service to the Customer under Section 2.5.3.A or 2.5.3.B above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

E. The Company may discontinue the furnishing of any and all service(s) to Customer, without notice and without incurring any liability if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section if:

(a) the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s); or

(b) the Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s); or,

(c) the Customer states that it will not comply with a request of the Company for security for the payment for service(s); or,

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10/21/2010
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(d) the Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used; or

(e) The Customer uses, or attempts or use, service with the intent to avoid the payment, either in whole or in part, of the tariff charges for the service by:

I. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff, or

II. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or,

III. Delivering calls to or accepting calls from the Company's End User locations over Company switched local exchange services; or,

IV. Continuing to have Company End Users presubscribed to the Customer; or,

V. Any other Fraudulent means or devices; or,

F. Upon failure to receive payment within five (5) days of the payment due date; or,

G. Five (5) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that five (5)-day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance, and,

H. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company; the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.5.4 Cancellation of Application for Service

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the company that would have been chargeable to the Customer had service begun. The special charges described will be calculated and applied on a case-by-case basis.

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

## 2.6 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of or noncompliance with the provisions of this tariff by the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the Customer and will be expressly indicated on the next invoice. A Service Outage begins when the Customer reports the outage to the Company. A Service Outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the Customer, (ii) due to failure of equipment provided by the Customer; (iii) during any period in which the Company is not given access to the service premises; (iv) resulting from failures of LEC facilities or equipment resulting from the activities or negligence of LEC employees; (v) during which the Company is unable to gain access to the Customer's equipment; and (vi) due to mutually agreed upon maintenance and repair.

Credit Allowances received by the Company from the LEC for Off-Net facility outages that affect the Customer's Switched Services will be passed through to the Customer in the form of a credit on the next invoice.

### 2.6.1 Limitations on Allowances

No credit allowance will be made for:

A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other Common Carrier providing service connected to the service of Company;

B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other Common Carriers connected to the Company's facilities;

C. interruptions due to the failure or malfunction of non-Company equipment;

D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

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10/21/2010
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

G. interruption of service due to circumstances or causes beyond the control of the Company.

## 2.7 Meet Point Billing

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below.

The Company accepts and adheres to the Ordering and Billing Forum Guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design.

# SECTION 3- ORDERING OPTIONS FOR ACCESS SERVICE

## 3.1 General

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

### 3.1.1 Ordering Conditions

Customer may order originating and terminating switched access through a Constructive Order, as defined herein, or through an ASR. The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

In the case of Originating 800 Access (defined below), the acceptance of a call from Company for potential or actual termination over the network of Customer constitutes an order for service. Stated another way, if a Customer accepts a call sent to them by Company for potential completion to its own customer or end user, they have constructively ordered the Company's switched access service. They are obliged to pay for it under the terms of this tariff. This applies only to 800 Services.

### 3.1.2 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month.



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

## SECTION 4 - SWITCHED ACCESS SERVICE

### 4.1 General

Switched Access Service is available to Customers for their use in furnishing services to end users. It provides for two way common terminating, switching, and transport facilities. Switched Access Service provides the ability to originate and terminate calls. Switched Access Service is available in the following classes of service:

A. Originating FG (Feature Group) Access

B. Originating 800 FG Access

C. Terminating FG Access

### 4.2 Call Types

4.2.1 Originating FG Access

The access code for FG Access switching is a uniform access code of the form 1+, 011+ or 1010XXX. For 1010-XXX dialing a single access code will be the assigned number of all FG Access provided to the Customer by the Company.

4.2.2 Originating800 Access

800 Data Base Access Service is a service utilizing originating Trunk Side Switched Access Service. When an 8XX call is originated by an End User, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed. The per-minute rates for terminating FG access apply to originating 800 Access. In addition, a database "dip" or lookup charge for access to the SMS database also applies.

In the case of Originating 800 Access, a service order or ASR is not required. The act of accepting a call from Company for potential or actual termination over the network of Customer constitutes an order for service. Stated another way, if a Customer accepts a call sent to them by Company for potential completion to Customer's own end user, (whom they presumably bill for the service provided in part by Company) they have constructively ordered the Company's switched access service. Customer in that case is obliged to pay for it under the terms of this tariff. If Customer or its end user does not wish to receive specific 8XX calls, technology exists to selectively block these calls in the Customer network, when allowed by law.

4.2.3 Terminating FG Access

FG Access, when used in the terminating direction, may only be used to access end users who are subscribing to the Company's Local Exchange Services. Calls in the terminating direction will not be completed to 950-OXXX or 950-1XXX access codes, local operator assistance (0- and O+), Directory Assistance, (411 or 555-1212) service codes 611 and 911 and l010XXXX access codes.

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## SECTION 5- SWITCHED ACCESS RATES

### 5.1 General

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services. There are three types of rates and charges that apply to Switched Access Service:

1. Non-Recurring Charges: One-time charges that apply for a specific work activity.
2. Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place.
3. Usage Charges: Charges that are applied on a per-message or per-access minute basis. Usage rates are accumulated over a monthly period and may be billed for periods covering multiple months.

### 5.2 Billing of Access Minutes

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center (indicating that the originating End User has disconnected) or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating all usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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## 5.3 Rates and Charges

5.3.1 Carrier Common Line Access Service

| | | |
|---|---|---|
| Originating (per access minute) | $0.0020837 | |
| Terminating (per access minute) | $0.00 | (R) |

5.3.2 Switched Access Service

A. Local Transport

| | | |
|---|---|---|
| Originating (per access minute) | $0.0008546 | |
| Terminating (per access minute) | $0.000368 | (R) |

B. Local Switching

| | | |
|---|---|---|
| Originating (per access minute) | $0.0074971 | (R) |
| Terminating (per access minute) | $0.002849 | (R) |

| | | |
|---|---|---|
| 5.3.3 Toll Free 8XX Data Base Query (Dip Charge) | $0.0088468 | |
| 5.3.4 Optional Features, BNA Service, other formats and programming. | ICB | |



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

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## SECTION 7 - CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS

### 7.1 Contracts

The Company may provide any of the services offered under this tariff Customers on an Individual Case Basis (ICB) contract. The terms and conditions of each ICB contract are subject to the agreement of both the Customer and Company, and regulatory approval, if required. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

### 7.2 Individual Case Basis Arrangements

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing and on a non- discriminatory basis.



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Bunt Kirtley
EFFECTIVE
10/21/2010
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)