

BELLSOUTH
TELECOMMUNICATIONS, INC.
KENTUCKY
ISSUED: September 15, 1995
BY: M. H. Greene, President - KY
Louisville, Kentucky

NTSRR AND INTRALATA ACCESS COST RECOVERY

PSC KY. TARIFF 2J
Fourth Revised Page 1
Cancels Third Revised Page 1
EFFECTIVE: January 2, 1996

J2. GENERAL REGULATIONS

CONTENTS

| | | |
|-------------|------------------------------------|---|
| J2.1 | Scope | 1 |
| J2.2 | Liability | 1 |
| J2.3 | Allowance For Interruptions | 1 |
| J2.4 | Payment Of Charges | 2 |
| J2.5 | Definitions | 2 |

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 ISSUED: October 31, 2001
 BY: E.C. Roberts, Jr., President - KY
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PSC KY. TARIFF 2J
 Eighth Revised Page 1
 Cancels Seventh Revised Page 1
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J2. GENERAL REGULATIONS

J2.1 Scope

- A. This Tariff shall apply to all carriers operating any intrastate service originating or terminating in the service territory of the Company, which are or can be used to transport intrastate communications within Kentucky. Any carrier subscribing to one or more BellSouth SWA services within the Kentucky service territories of the issuing LECs is assumed to be subject to this Tariff, unless the carrier is neither authorized by the KPSC to furnish intrastate service nor is providing same. In such cases, the carrier would provide certification of the preceding by letter to the LEC with copy to the KPSC signed by an officer of the carrier, to remain effective until subsequently changed by the carrier.
- B. Intrastate terminating minutes and originating minutes of use which are billed as terminating shall be used to allocate the Non-Traffic Sensitive revenue requirement.
- C. **(DELETED)**

(D)

J2.2 Liability

- A. The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit for damages associated with services provided via this Tariff, and subject to provisions J2.2.B. through J2.2.D., the Company's liability, if any, shall not exceed an amount equal to the charge for the service.
- B. The Company shall not be liable for any act or omission of any customer, carrier or LEC providing a portion of a service, nor shall the Company for its own act or omission hold liable any other LEC, carrier or customer providing a portion of a service.
- C. The Company is not liable for damages to the carriers' premises resulting from furnishing of a service unless the damage is caused by the Company's negligence.
- D. The Company's failure to provide or maintain services under this Tariff shall be excused by labor strife, governmental order, civil commotion, criminal action taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.
- E. The Company is not liable for personal injuries resulting from the furnishing of services unless the damage is caused by the Company's negligence. Personal injury damages caused by the Company is not limited by J2.2.A.
- F. The Company shall not be liable for any act or omission of any customer, carrier, or LEC providing service or a portion of service under this Tariff, or for any disputes or damages caused by its error or negligence, except that the Company's liability, if any, for its willful misconduct is not limited by this Tariff.

J2.3 Allowance For Interruptions

- A. Allowances for interruptions of services provided directly to the carrier by the Company are covered in the tariff through which the service arrangements were purchased.

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PSC KY. TARIFF 2J
Sixth Revised Page 2
Cancels Fifth Revised Page 2
EFFECTIVE: November 30, 2001

J2. GENERAL REGULATIONS

J2.4 Payment Of Charges

- A. The carrier is responsible for payment of all charges for service furnished. Charges are based on the tariff rates and regulations in effect at the time the service is furnished. All charges are billed monthly in advance.
- B. All bills issued by the Company to the carrier are due 31 days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, the second Tuesday in November and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed), payment for such bills will be due from the customer as follows.
 1. If such payment date falls on a Sunday or on a Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday. If such payment date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.
- C. If any portion of the payment is received by the Company after the payment date as set forth in J2.4.B. or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then, a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment date times a late factor.

The late factor shall be .000590 per day, compounded daily for the number of days from the payment date to and including the date the carrier actually makes a payment to the Company.

J2.5 Definitions

For purposes of this Tariff only, certain terms used herein are defined as follows.

ACCESS MINUTES

The term "Access Minutes" denotes that usage of exchange facilities in intrastate interLATA or intraLATA service for the purpose of calculating chargeable usage. On the originating end of an intrastate interLATA or intraLATA call, usage is measured from the time the originating end user's call is delivered by the Telephone Company to and acknowledged as received by the customer's facilities connected with the originating exchange. On the terminating end of an intrastate interLATA or intraLATA call, usage is measured from the time the call is received by the end user in the terminating exchange. Timing of usage at both originating and terminating ends of an intrastate interLATA or intraLATA call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable.

CARRIER

The term "Carrier", for purposes of this tariff, refers to any company authorized by the Kentucky Public Service Commission (KPSC) to provide toll service (i.e. the Company, interexchange carriers, resellers and other parties purchasing switched access service from the Company's Access Services Tariffs).

CARRIER BILLED MINUTES

The term "Carrier Billed Minutes" denotes minutes used by carriers to bill their Kentucky customers before any reduction due to volume discounts or other special offers.

EQUAL ACCESS

The term "Equal Access" refers to the ability to select any market participant for the carriage of toll traffic.

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EXCHANGE

The term "Exchange" denotes a unit established by the LEC for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. The specific boundaries of each exchange are designated in maps available from each LEC.

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PSC KY. TARIFF 2J
Fifth Revised Page 3
Cancels Fourth Revised Page 3
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J2. GENERAL REGULATIONS

J2.5 Definitions (Cont'd)

INTRASTATE COMMUNICATIONS

The term "Intrastate Communications" refers to the conveyance of information from a point of origin within the State of Kentucky to a termination within the State of Kentucky.

JURISDICTIONAL

The term "Jurisdictional" refers to intrastate communications, and facilities used for such intrastate communications, which are subject to the jurisdiction of the KPSC.

KENTUCKY CUSTOMERS

The term "Kentucky customers" denotes persons and/or entities who purchase and are billed for carriers' communications services originating and/or terminating in Kentucky.

LOCAL ACCESS AND TRANSPORT AREA (LATA)

The term "Local Access and Transport Area (LATA)" denotes a geographic area as established in United States of America v. American Telephone and Telegraph Co., Civil Action No. 82-0192, U.S. District Court for the District of Columbia (569F. Supp. 990 and subsequent decisions). All reference to LATA in this Tariff shall include "Market Area" unless specified otherwise.

LOCAL EXCHANGE COMPANY (LEC)

The term "Local Exchange Company" refers to any company which is engaged in the business of furnishing local public switched network telephone services within one or more exchanges with the State of Kentucky.

MARKET AREA

The term "Market Area" denotes a geographic area for the provision and administration of communications service. It encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

NON-TRAFFIC SENSITIVE REVENUE REQUIREMENT

The term "Non-Traffic Sensitive Revenue Requirements" denotes those revenues designated by the Kentucky Public Service Commission as specified in this Tariff.

(N)

PIU

The term "PIU" is an acronym for Percent Interstate Usage and is the percentage provided by the carrier which is used to jurisdictionally separate access minutes into interstate and intrastate quantities for billing purposes.

SWITCHING SYSTEM

The term "Switching System" or "Switching Systems" refers to any system for connecting lines to lines; lines to trunks; or trunks to trunks, but does not include facility protection switches.

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PSC KY. TARIFF 2J
Fifth Revised Page 4
Cancels Fourth Revised Page 4
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J2.5 Definitions (Cont'd)