

ORIGINAL

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April 23, 2004

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Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

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Re: KMC Telecom III LLC Price List No. 1 Amendment

Dear Ms. Bayo:

Enclosed for filing with the Florida Public Service Commission ("Commission"), please find an original and three (3) copies of KMC Telecom III LLC's ("KMC III") revised Price List No. 1. KMC III's Price List has been amended to include third party charges.

Also enclosed is a duplicate copy of this filing and a self-addressed, postage-paid envelope. Please date-stamp the duplicate upon receipt and return it in the envelope provided. Please do not hesitate to contact me at (202) 887-1212 should you have any questions concerning this matter.

Respectfully submitted,

Nicholaus G. Leverett
Nicholaus G. Leverett

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LOCAL EXCHANGE SERVICES

CHECK SHEET

The Sheets 1 to 102 are effective as of the date shown. Revised pages as named below contain all changes from the original price list that are in effect on the date thereof.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	1 st	27	1st	54	4th
2	19th	28	1st	54.1	Original
2.1	12th	29	1st	55	2nd
3	1st	30	2 nd *	56	1st
4	2 nd *	31	1st	57	1st
5	5th	32	1st	58	2nd
6	7th	33	1st	58.1	Original
7	1st	34	1st	58.2	Original
8	1st	35	1st	58.3	Original
9	1st	36	1st	59	1st
10	1st	37	1st	59.1	1st
11	1st	38	1st	60	2nd
11.1	1 st	39	1st	60.1	2nd
11.2	1st	40	1st	60.2	2nd
12	2nd	41	1st	60.3	2 nd
13	1st	42	1st	60.4	1st
14	1st	43	1st	60.5	1st
15	1st	44	1st	61	1st
16	1st	45	1st	62	1st
17	1st	46	1st	63	1st
18	1st	47	3rd	64	4th
19	1st	48	2nd	65	4th
20	1st	48.1	1st	66	1st
21	1st	49	1st	67	1st
22	1st	50	1st	68	1st
23	1st	51	1 st	69	4th
24	1st	52	3rd	70	1st
25	1st	53	4th	71	1st
26	1st	53.1	1st	72	1st

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Effective: April 27, 2004

Issued By: Mike Duke, Director of Government Affairs
 KMC Telecom III, LLC
 1755 North Brown Road
 Lawrenceville, GA 30043

LOCAL EXCHANGE SERVICES

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Section 2 – REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

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

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

(N)

For the avoidance of doubt and notwithstanding any other provision in this Tariff or other customer service agreement or arrangement, including but not limited to Meet Point Billing arrangements, in addition to service charges imposed by KMC Telecom for the Service, the Customer shall be responsible for and reimburse KMC for any and all charges, fees, assessments of any kind or nature, including but not limited to interstate and intrastate switched access charges, imposed by any third party (collectively "Third Party Charges") upon KMC Telecom relating to usage incurred by the Customer in connection with the Services. The Customer hereby indemnifies KMC Telecom for all Third Party Charges and agrees to defend and hold KMC Telecom harmless for all damages, losses, claims or judgments arising out any Third Party Charges.

(N)

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